

# Lytton First Nation

## Housing Department Policies

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## Acronyms

<b>AANDC</b>	Aboriginal Affairs & Northern Development of Canada
<b>CMHC</b>	Canada Mortgage & Housing Corporation
<b>CO</b>	Certificate of Ownership (not the land)
<b>LFN</b>	Lytton First Nation

## Definitions

**Tenant** ~ A Person who occupies the house or unit and pays rent to Lytton First Nation.

**Application**~ A person or family who submits the housing application to the housing manager for a rental unit.

**Rental Agreement** ~ Whereas the tenant enters into an agreement with the Band detailing the conditions of renting.

**Notice of Arrears** ~ Whereas the tenant is over 2 months late on their rent and will be given a notice of arrears.

**Renovations** ~ A community member is entitled to renovations after the home is paid off.

**Working days** ~ Means Monday to Friday 8:30 am - 4:30 pm

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## Introduction

### Housing Policy Background

The housing policy is a tool to enhance the delivery of housing program and services on the reserve. The housing policy is a set of policies, guidelines that have been approved by the Chief and Council of Lytton First Nations (“Band”), on the way in which housing is to be managed. Lytton First Nation is here for our community and to best assist them in housing needs.

The best way to manage the Band Housing program efficiently is to make sure everyone knows and understands the rules and responsibilities, which are based on the following policies. We treat everyone in a fair and equal manner. When everyone knows the policies/rules and everyone is abiding by the same set of rules, then there are fewer problems for the community. Strong clear policies create order for the Housing department staff, and it is the most important tool to improve services to our community.

### On-Reserve Non-Profit Housing Program (Section 95)<sup>1</sup>

This program assists First Nations in the construction, purchase and rehabilitation, and administration of suitable, adequate and affordable rental housing on-reserve. CMHC provides a subsidy to the project to assist with its financing and operation. All First Nations are eligible to apply. Aboriginal Affairs and Northern Development Canada (AANDC) must approve a First Nation's application for a Ministerial Loan Guarantee.

Canada Mortgage and Housing Corporation (CMHC), AANDC and First Nations work in partnership nationally and at the regional level to determine allocations of funds for eligible reserves

- CMHC delivers the program and may provide direct loans for First Nations to construct, purchase and rehabilitate projects. These loans, for up to 100 per cent of the total eligible capital cost of a project, are insured under the National Housing Act and are guaranteed by the Minister of AANDC.
- Approved lenders such as Aboriginal Capital Corporations (ACC), banks, trust companies and other financial institutions may also act as lenders in some cases.
- A subsidy is provided to the First Nation for a maximum of 25 years or the duration of the project loan amortization period, whichever is less. The amount of

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<sup>1</sup> Canada Mortgage and Housing Corporation  
[http://cmhc.ca/en/ab/onre/onre\\_010.cfm](http://cmhc.ca/en/ab/onre/onre_010.cfm)

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subsidy is determined as follows:  $\text{Project Subsidy} = \text{Loan Repayment} + \text{Operating Expenses} - \text{Revenue}$ .

- Interest-free, repayable loans under Proposal Development Funding are also available from CMHC to assist First Nations in developing a project

First Nation Bands are responsible for determining who lives in the project.

## Residential Rehabilitation Assistance Program (RRAP) On-Reserve<sup>2</sup>

RRAP On-Reserve offers financial assistance to First Nations and First Nation members to repair substandard homes to a minimum level of health and safety.

First Nations or individual First Nation members that require repairs to their homes may be eligible to apply. The total household income must be at or below the established income threshold for their area.

The house must lack basic facilities or is in need of major repair in one or more of the following categories:

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<sup>2</sup> Canada Mortgage and Housing Corporation  
[http://www.cmhc-schl.gc.ca/en/ab/hoprfias/hoprfias\\_007.cfm](http://www.cmhc-schl.gc.ca/en/ab/hoprfias/hoprfias_007.cfm)

- ✓ Structural
- ✓ Electrical
- ✓ Plumbing

- ✓ Heating or
- ✓ Fire safety

Assistance may also be available to address a problem with overcrowding. Dwellings must be a minimum of five years old.

**Loan Assistance available according to geographic location**

	Maximum total loan
Zone 1: Southern Areas of Canada	\$16,000
Zone 2: Northern Areas of Canada	\$19,000*
Zone 3: NWT, Yukon, Labrador and Northern Quebec	\$24,000*

\*For remote areas the maximum total loan may be increased by an additional 25 percent.

**IMPORTANT: Work carried out before the loan is approved in writing is not eligible for funding under this program.**

**Matrimonial Real Property on Reserves**

The First Nation law-making authority in the Family Homes on Reserves and Matrimonial Interests or Rights Act (the Act) came into force on December 16, 2013 by Order in Council. The Act provides basic rights and protections to individuals on reserves during the relationship, in the event of a relationship breakdown, and on the death of a spouse or common-law partner regarding the family home and other matrimonial interests or rights<sup>3</sup>.

The new law applies to married couples and common-law couples, if at least one of them is a Band member. The *Indian Act* definition of “common-law” applies in this Act and means the partners have lived together in a marriage-like relationship for at least one year. The new law includes rules that cover the following three main issues<sup>4</sup>:

<sup>3</sup> Aboriginal Affairs and Northern Development (2014) Centre of Excellence for Matrimonial Real Property <https://www.aadnc-aandc.gc.ca/eng/1350998394711/1350999033025>

<sup>4</sup> Ontario Women’s Justice Network (2014) Understanding Matrimonial Real Property on Reserves [http://owjn.org/owjn\\_2009/component/content/article/58-aboriginal-law/355-matrimonial-property-rights-reserves](http://owjn.org/owjn_2009/component/content/article/58-aboriginal-law/355-matrimonial-property-rights-reserves)

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**Emergency protection orders:**

A judge can order an emergency protection order for a person who has been abused by her or his partner. The order can allow one partner to stay in the home and make the other person leave or stay away. This order is granted based on the best interests of the family. It can last up to 90 days and it can be renewed (please see Band Housing Policy 19.3).

**Occupation:**

Occupation refers to the right to stay in a place, usually the home. Both partners have the right to be in the home during the relationship, even if one of the partners is not a Band member or Aboriginal. If one partner dies, the other partner (even if non-Aboriginal) who does not own the home can live in it for up to 180 days (please see Band Housing Policy 3.6).

After separation, a judge can order that a partner who does not own the house (even if the person is non-Aboriginal) can live in it for up to 180 days. A judge has to make this decision taking into account many factors, including the best interests of the children, the situation of the partner, collective interests of the First Nation members, etc. (please see Band Housing Policy 3.7).

**Possession:**

Possession refers to the right to access the value of the property. Each partner in the relationship is entitled to half of the value of the family property. If one partner is not a Band member or Aboriginal, and the property is on a reserve, the Band member will have to pay the other partner to compensate her or him for half of the property's value.

The provisional rules do not allow non-Aboriginal people to own property on a reserve or to sell property on reserve. All of the rules are enforced by provincial courts.

Once the law takes effect, if you separate from your spouse or common law partner, any property you have on a reserve will be divided according to either your Band's property laws, or the federal provisional rules outlined above. Rules about emergency protection orders and occupation will also come into force at that time, depending on whether or not your Band has created its own laws (please see Band Housing Policy 3.5).

## Chapter 1

### Application Process

#### Policy 1.1 Application Process

**Policy:** Only Band members over the age of 19 may apply for Canada Mortgage & Housing Corporation (CMHC) funded housing.

**Rationale:** Funding restrictions and legal requirements prevent non-Band members from owning homes on Lytton First Nation reserve land.

**Procedure:** Complete the housing application provided by the Housing Coordinator.

#### Policy 1.2 Application Process

**Policy:** Only Band members over the age of 19 may apply for CMHC funded housing

**Rationale:** CMHC housing funding is limited to Band members over the age of 19

**Procedure:** Complete the housing application provided by the Housing Coordinator

## Chapter 2

### Band Owned & Subsidized Rental Housing

#### Policy 2.0 Rental Agreements

**Policy:** Whereas the tenants enters into an agreement with the Band detailing the conditions of renting the unit. Rental agreements are required for all Homes including Band owned & subsidized housing.

**Procedure:** All Rental agreements will be updated yearly or if there are any changes then we would update right away.

#### Policy 2.1 Subsidized Housing

The subsidized houses, under Section 95, that are managed under an agreement through CMHC, all subsidized housing are managed under the same policy. All tenants are responsible to adhere to the policy, the status of the house will not change until the house is paid off and the tenant is in good standing with the Band meaning no debts owing.

- 1) The housing units, under Section 95, are subsidized for the length of the mortgage and will remain property of the Band until the mortgage/arrears are paid in full.

### Policy 2.2 Band Owned Housing

Whereas the Band owns these rental units with no mortgage, and the tenants will follow the same policy. Whereas the Lytton First Nations have set rents flat across meaning 1-bedroom, 2 bedroom, and 3 bedroom rents will all be the same in categories. All rents paid will not be used for debt or arrears reduction they will be used for the purpose of repairs and maintenance.

## Chapter 3

### Ownership

#### Policy 3.0 Ownership

**Policy:** Once a Band member has completely paid off the Band house with no arrears they may be entitled to purchase the home from the Band for one dollar (\$1.00)

**Rationale:** Lytton First Nation remains legally obligated to make mortgage payments until the home is completely paid off.

**Procedure:**

1. Lytton First Nation Housing Coordinator will provide a mortgage balance to all future owners once a year.
2. Lytton First Nation Housing Coordinator will notify the home occupants; in writing, when a mortgage is complete.
3. The Band member will arrange with the Lytton First Nation Housing Coordinators to purchase the home.

#### Policy 3.1 Ownership- Band member's contribution

**Policy:** All houses and lots are Band property and remain so until a Band member has paid for the loan.

**Rationale:** House loans are insured by the Lytton First Nation

**Procedure:** Lytton First Nation signs all mortgage documents and make a commitment to make payments. If the home is located on Band members land the member cedes ownership for the lot in which the house is located.

#### Policy 3.2 Private Home Owners

**Policy:** Whereas a private home owner does not pay rent to the Lytton First Nation Band and where they are responsible for all costs. No work will be done on a home by

the Band without a payment agreement in place, which also includes homes under the social development program. Private home owners may be responsible for costs such as:

- Insurance
- Labor/fuel
- Materials
- Wear on tear on equipment

The following policies are for Band members who are renting.

### **Policy 3.3 Occupancy- Non Band members**

**Policy:** Spouses who are non-Band members have limited occupancy rights to property located within Lytton First Nation reserves, and cannot own a house or land.

**Rationale:** Lytton First Nation lands and properties are held for the exclusive use and benefit of Lytton First Nation members.

**Procedure:** For a definition of Band member please refer to the membership code. To understand limitations and on non-Band member spouses on occupation after separation please see the Matrimonial Real Property Act.<sup>5</sup>

### **Policy 3.4 Ownership – Non-Band Member Financial Compensation from Band**

**Policy:** Non-Band members, married or common law to Band members who have personally contributed to house payments are not entitled to compensation from the Band, should a relationship break up and the non-Band member has moved from a property within the Lytton First Nation reserves.

**Rationale:** Lytton First Nation cannot and will not assume any financial responsibility for relationship breakdowns influencing compensation for loss of housing. The rules do not allow non-Aboriginal people to own property on a reserve or to sell property on reserve.

### **Policy 3.5 Possession – Non-Band Member Financial Compensation from Spouse**

**Policy:** If you separate from your spouse or common law partner, any property value acquired will be divided. If one partner is not a Band member or Aboriginal, and the property is on a reserve, the Band member will have to pay the other partner to compensate her or him for half of the property's proven value as dictated by the courts.

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<sup>5</sup> Matrimonial Real Property on Reserves (2014)  
[http://www.parl.gc.ca/content/hoc/Bills/411/Government/S-2/S-2\\_4/S-2\\_4.PDF](http://www.parl.gc.ca/content/hoc/Bills/411/Government/S-2/S-2_4/S-2_4.PDF)

**Rationale:** Possession refers to the right to access the value of the property. Each partner in the relationship is entitled to half of the assessed value of the family property. The provisional rules do not allow non-Aboriginal people to own property on a reserve or to sell property on reserve.

### **Policy 3.6 Ownership – Occupancy after Death of Spouse**

**Policy:** Lytton First Nation may grant continual occupancy of a Band home to a non-Band member spouse if their Band member spouse passes away, and the non-Band member spouse who does not own the house can live in the home for up to 180 days.

**Rationale:** Occupation refers to the right to stay in a place, usually the home. Both partners have the right to be in the home during the relationship, even if one of the partners is not a Band member or Aboriginal. If one partner dies, the other partner (even if non-Aboriginal) who does not own the home can live in it for up to 180 days.

**Procedure:** Each case shall be determined on an individual basis and the final decision for continued occupancy after the 180 days will be a decision by the Band Housing department or a designate.

### **Policy 3.7 Ownership – Occupancy after Separation**

**Policy:** Lytton First Nation may grant continual 180 days of occupancy of a Band home to a non-Band member spouse after a separation and for the benefit of the family.

**Rationale:** Occupation refers to the right to stay in a place, usually the home. Both partners have the right to be in the home during the relationship, even if one of the partners is not a Band member or Aboriginal. The Band has to make this decision taking into account many factors, including the best interests of the children, the situation of the partner, collective interests of the First Nation members, etc..

**Procedure:** Each case shall be determined on an individual basis and the final decision for continued occupancy after the 180 days will be a decision by the Band Housing department or a designate.

### **Policy 3.8 Transfer of Housing Unit**

**Policy:** If the original tenant fails to notify the Band his/her intention to assign the house, or abandons the house for reasons other than employment or education, the Band will consider that he/she has relinquished his/her interest in the premises and will rent the unit to another tenant or family.

Once a housing unit changes hands in this manner, it will usually remain the property of the Band after the mortgage has been paid off and will become a Band owned house.

Should the last tenant wish to acquire title to the house, he/she will have to pay the Band the difference between what he/she will have paid on the house until the end of the mortgage loan, or continue paying rent for the number of years required to complete a term equal to the term of mortgage loan at a rate based on 25% of their income, reviewable annually, whichever is less.

In this method, no Band member can acquire a house by making any less of a contribution than any other Band member in the same housing phase, but at the same time, no Band member wishing to acquire a house is penalized for having low income.

## Chapter Four

### Application Deadlines

#### Policy 4.0 Application Submissions

**Policy:** All applications must be submitted to the Housing Coordinator before January 1<sup>st</sup> of each year.

**Rationale:** To make housing allocations prior to April 1<sup>st</sup> of each year

**Procedure:**

1. Drop off completed application at the Lytton First Nation Band office and have the application dated and registered with Lytton First Nation Housing department.
2. If an application is mailed, it must be registered.
3. Initial all pages of the housing policy and agreements indicating that you have read and understood them.
4. The Housing Coordinator will mail a reply letter acknowledging receipt of the application.
5. It is the applicant's responsibility to notify, in writing, the Housing Coordinator of any changes in address, family composition, income level and any other relevant information.
  - Failure to notify the Lytton First Nation Housing Coordinator of any changes in address or other relevant information may result in the applicant being removed from the housing list.

#### Policy 4.1 Application Resubmissions and Renewals

**Policy:** All housing applications must be *resubmitted* before January 1<sup>st</sup> of each year.

**Rationale:** To update application, to ensure that information is both current and accurate, and to ensure that applicants remain on the housing list.

**Procedure:**

1. Fill out the new housing application form and resubmit by January 1<sup>st</sup> of each year
2. Drop off completed applications at the Lytton Band office and have the application dated and registered with Lytton First Nation housing department.
3. If the application is mailed it must be registered
4. The Housing Coordinator will mail a reply letter acknowledging receipt of the application
5. It is the applicant's responsibility to notify in writing, the Housing Coordinator of any change in address, family composition, income level and any other relevant information.

## Chapter Five

### Band Member Criteria and Priorities

#### Policy 5.0 Criteria for Candidates

**Policy:** The Housing Coordinator will select those candidates for new houses for the new fiscal year in order of priority; housing will be allocated accordingly to the following priority list:

1. Family size
2. Current living conditions
3. Availability and legal status land
4. Date of application
5. Number of times applied
6. The ability to pay rent/mortgage/utilities
7. No outstanding debts to the Band
8. The applicant must be willing to enter in a tenancy/ housing agreement
9. Three references
  - 1) Previous landlord
  - 2) Employer
  - 3) Personal
10. Successful completion of Lytton First Nation House Ownership Training (See policy 10.0s 7iii)

**Rationale:** To make a fair selection of candidates

**Procedure:**

1. All applications are received by Lytton First Nation Housing Coordinator.
2. The Housing Coordinator will review all housing applications and decide who qualifies for that year's housing allocation.

**Debts Include:**

- Willful damage to Band housing (including damage done by guests)
- Outstanding hydro and phone bills
- Rental arrears
- Any other monies owed to the Lytton First Nation for whatever reason

**Policy 5.1 Priority List for Housing Applications**

**Policy:** Family demographics determine priority according to the following list;

- 1) Married or common law couples with children
- 2) Single parents with children
- 3) Elderly 60+ or special needs
- 4) Married or common law without children
- 5) Single adults

**Rationale:** Lytton First Nation attempts to meet the greatest needs for housing

**Procedure:** This list will be revised every third housing project to ensure that the bottom of the group will receive housing (as long as the project is still viable)

**Policy 5.2 Criteria for Selection of Applicants**

**Policy:** When the number of applicants is greater than the number of houses available, the Housing Coordinator will select the applicants who will receive houses.

The following additional criteria will be as follows:

- 1) Date of application
- 2) Number of times applicant applied
- 3) References
- 4) Meeting with housing department

## Chapter Six

### Selection of Candidates

### Policy 6.0 Selection of candidates

**Policy:** The Housing Coordinator informs applicants by: 1) granting the application, or 2) refusing the application.

**Rationale:** To expedite the decision

**Procedure:** Within 5 working days of disposing of the applications, after reviewing the applications, the Housing Coordinator shall notify applicants, in writing of its decision.

## Chapter Seven

### Appeal

#### Policy 7.0 Appeal

**Policy:** Any applicant, whose housing application is refused by the Housing Coordinator, may appeal the decision in writing within 15 days of receiving refusal.

**Rationale:** An appeal should be completed expediently to complete the building process within the time frames specified in the building contract.

**Procedure:**

- 1) Applicants will appeal directly to the Housing Coordinators and Band administrator.
- 2) The Housing Coordinator and Band administrator shall respond to the appeal within 5 working days of receiving the appeal letter.
- 3) The Lytton First Nation Housing Coordinator shall upon request assist applicants with the appeal process.
- 4) If the applicant is still not satisfied with the second appeal they may appeal to the Housing Committee. The Housing Committee shall respond to the applicant, within 5 working days of receipt of the appeal or refer the case to the attention of Chief and council.
- 5) For the purpose of this appeal process, the Chief and Council's decision is final.
- 6) If applicants are not satisfied with the condition or decision laid out in the Housing policy, they may contact the Lytton First Nation Chief and Council to request reconsideration, the request shall be in writing and must describe the reason for the appeal. If the Band member loses an appeal because she/he is in breach of a policy, the Band member must rectify the breach before re-applying.

## Chapter Eight

### Selected Applicants

#### Policy 8.0 Selected Applicants

**Policy:** Selected applicants must meet with the Housing Coordinator prior to construction to review the following:

1. Selection of approved house plans;
2. Changes to the interior design as long as the changes are in accordance with the program policy and the National Building Codes; and
3. Selection of finishing materials, cabinets, counter tops, vanities, linoleum, carpets, siding, decks, lighting fixture, plumbing fixtures, door sizes or any special need fixtures.

**Rationale:** To ensure applicants are involved in the designs and finishing of the house.

**Procedure:** Applicants set up a meeting with the Housing Coordinator for planning. Applicants will sign a form confirming satisfaction with the house plans and designs. No changes will be accepted after materials have been ordered.

#### Policy 8.1 Select Applicants - Declining a House

**Policy:** Selected applicants may decline accepting the house and lot prior to any work starting, without penalty.

**Rationale:** Applicants can change their mind

**Procedure:** Applicants will notify the Housing Coordinator in writing of house refusal as soon as they decline.

The next person on the housing priority list can be offered the house and lot. A written decision to decline a house is final and binding.

#### Policy 8.2 Select Applicants - Declining a House

**Policy:** Selected applicants who decline a house and a lot any time after start of construction will be required to re-apply thereby starting the process over.

**Rationale:** Due to possible increase costs and inconveniences that may have been caused, especially to the next tenant.

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## Chapter Nine

### Building Sites

#### Policy 9.0 Building Sites

**Policy:** Serviced lots have priority over un-serviced lots.

**Rationale:** Lytton First Nation is not responsible for servicing costs over the standard servicing allocations.

**Procedure:** All lots have to be serviced to meet National Building Codes.

If building lot is two miles from services the applicant is responsible for providing the necessary services to the buildingsite.

#### Policy 9.1 Building sites

**Policy:** All building sites must be unencumbered land that is one (1) acre has a Certificate of Ownership. To become unencumbered land it must be transferred to the Band along with access to the building lot.

**Rationale:** AANDC policy.

**Procedure:** Confirm land status with AANDC, and Chief and Council.

## Chapter Ten

### Housing Subsidies

#### Policy 10.0 Subsidies

**Policy:** Only Band members can receive housing subsidy.

**Rationale:** Funding restrictions and legal requirements specify that the subsidy can only be for Lytton First Nation members.

**Procedure:** The Housing Coordinator must ensure that a person receiving a housing subsidy is a Lytton First Nation member.

#### Policy 10.1 Subsidies

**Policy:** Owners who decide to sell their home or their equity in a home must repay to Lytton First Nation the amount of subsidy applied toward building the home. The housing subsidy remains with the Band.

**Rationale:** Housing subsidies are there to provide low costs for accessible housing and not for members to accrue profits as a by-product of the funding.

**Procedure:** All rent to own agreements should contain clauses indicating that the amount of subsidy provided to a Band member will automatically converted into a lien payable to Lytton First Nation should the Band member decide to sell their home or their equity in a home.

## Chapter Eleven

### Occupancy

#### Policy 11.0 Prior to occupancy

**Policy:** Prior to moving into a house, the Housing Coordinator will meet all new applicants to notify them to move in date and do the following.

1. Sign the tenancy agreement;
2. Discuss the house insurance coverage provided for by the Band, and the tenant's responsibility of additional insurance coverage for contents and additions;
3. Review rental payment plan;
4. Notify in writing of any changes of income to the Housing Coordinator;
5. An inspection shall be carried out with the tenant before the tenant occupies the residence;
6. A pre-occupancy inspection report shall be signed by both qualified housing inspector and tenant; and
7. All new tenants and future owners are required to complete new home owner training that includes:
  - Review of Lytton First Nation housing policy and procedures.
  - Review of all the agreements to be signed by the tenant.
  - A course of basic home maintenance and repairs.

**Rationale:** To ensure both parties are aware of their respective responsibilities, and to provide the new tenant with the knowledge and basic skills to maintain their residence.

**Procedure:** Set up a meeting with the Housing Coordinator and complete the training program prior to occupancy date.

#### Policy 11.1 Continued Occupancy

**Policy:** All tenants must sign a new tenancy agreement; fill out a verification of income form, and family profile form by March 1<sup>st</sup> for each year

**Rationale:** To ensure all information is up to date

**Procedure:** Ensure the Housing Coordinator has received the documents by March 1<sup>st</sup> of each year

**Note:** Failure to provide above information will result in a breach of contract, which may cause a possible eviction.

## Chapter Twelve

### Inspections

#### Policy 12.0 House Inspections

**Policy:** The Housing Coordinator or designate may only enter the residence with proper notice and with good reason.

**Procedure:**

1. The Housing Coordinator must give the tenant between 24 to 72 hours written notice, list exactly what hour they intend to enter the premises, and provide good reason for the inspection.
2. The Housing Coordinator or designate may come to the door and enter with the tenant's permission.
3. The tenant agrees to the Housing Coordinator or designates to enter the residence for the inspection. The tenant's consent is valid for one (1) month, and after the month the Band must request permission to enter again.
4. The Housing Coordinator or designate can enter the premises with no notice if the tenant has abandoned the home.
5. The Housing Coordinator or designate can enter the premises without notice in case of an emergency such as fire or flood.
6. Annual housing inspections will be performed by Housing Department staff once a year.
7. CMHC inspections are performed every 3 years in accordance with the operating agreement between the Band and CMHC.

## Chapter Thirteen

### House Locks

### Policy 13.0 House Locks

**Policy:** Neither a tenant nor the Band Housing Coordinators or designate may change the house locks without a mutual signed agreement. ***A fee of \$50.00 will be charged for lost or misplaced keys by the tenant.***

**Procedure:**

1. In an emergency, such as a break in, the Housing Coordinator or designate may change the locks. The Band must render the new keys to the tenant.
2. The Housing Coordinator or designate may not change the house locks because the tenant has not paid rent.
3. The tenant may change the house locks for personal reasons, but only with the written consent of the Band. The tenant must render the new keys to the Band Housing Coordinator.

## Chapter Fourteen

### Pets

#### Policy 14.0 Pets

**Policy:** The tenants will be permitted to have pets subject to the by-laws on pet ownership as long as the pets are looked after appropriately and that the pets do not disturb the neighbors by incessant noise (i.e. barking), causing damage to other tenant's areas, or defecting in other people's yard. ***If the pets are causing damage to the home it will be the tenant's responsibility to pay for all costs associated with the pets.***

**Procedure:** The tenants are required to keep their pets quiet, safe, under control, and to clean up after them. If a tenant fails to do so they will be given a written warning notice from the Housing Coordinator stating that they have 2 weeks to correct the situation or be evicted from the residence.

When a tenant goes on holidays she/he must make arrangements for someone to take care of their animals while away.

## Chapter Fifteen

### Maintenance

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### Policy 15.0 Maintenance - Lease to Own - Transfer of Responsibilities

**Policy:** After the person has taken title of the premises they are immediately responsible for ongoing maintenance and insuring of their new premises.

**Rationale:** Upon acquiring ownership rights, Band members must assume all ownership responsibilities.

**Procedure:** The Lytton First Nation Housing department will confirm in writing the status of the home, and clarify the responsibilities to be assumed by the new owner.

### Policy 15.1 House and Yard Maintenance- Renters and Lease to Own

**Policy:** The tenant must maintain the interior and exterior of the house and yard in a clean, safe, and damage-free condition.

**Rationale:** Protect the health and safety if all community members

**Procedures:**

1. All household garbage must be properly disposed of, not stored in the yard or on the balcony of the home.
2. The tenant's yard is not to be used to store universal vehicles (whether in running condition or not) and there are not to be any RV'S or trailers connected to water, electricity for more than 7 days.
3. The tenant's yard is not to be used to store indoor appliances, furniture, or other household items.
4. Lawns must be mowed on a regular basis.
5. All hazardous materials (i.e. paint thinner, gasoline, paint, oil) must be stored properly in secured space such as a garage or shed, or must be properly disposed of.

IF the tenant does not attend to the house and yard as requested, after an inspection by the Housing Coordinator or designate, the Band has the right to clean up the area, or tow non-working vehicles, and charge the tenant for the cleaning or towing service.

### 15.2 Accessibility to Perform Maintenance

**Policy:** Tenants are responsible to uncover septic tank lids for pumping. Tenants are responsible to keep clear all access points to perform maintenance to the house, and ensure the crawl space cover and attic hatch is clear. The electric panel and water shut off valves should be accessible at all times.

## Chapter Sixteen

### Renovations and Repairs

#### Policy 16.0 Renovations

**Policy:** No renovations to the house or other buildings on the property may be made without written consent of the Lytton First Nation Housing department.

**Rationale:** The tenant is not the legal owner of the house, or any other buildings on the occupied property, until all mortgage payments are made and the transfer is completed.

**Procedure:**

1. The tenant must meet with the Housing department;
2. All renovations must meet the national building code; and
3. A renovation project must be approved by the Housing Coordinator and the tenant must have applied for the necessary funding or have their own funds to renovate before the project begins.

#### Policy 16.1 Emergency Repairs

**Policy:** For all emergency repairs, immediately call the Band Housing department, and on weekends call the appropriate repair or service person from the contact list provided by the Housing Coordinator. The Band will pay for repairs only if they were approved. Renters will be billed for repairs if they caused the damage, such as willful damage.

**Rationale:** The Band will assume responsibility for repairs needed as a result of normal wear and tear conditions. Damage caused by the tenant or the tenants family or guests are the complete responsibility of the tenant.

**Procedure:**

1. The tenant must first telephone the Housing coordinator explaining the problem. Serious problems include:
  - Fire
  - No heat in the winter months
  - Serious flood
  - Sewage or plumbing back up
  - Leaking roof
  - Frozen or leaking pipes
  - Electrical malfunction and appliances or medical equipment cannot be used
  - Appliances wearing out/stop working, due to power surge or mechanical failure

## Chapter Seventeen

### Rental Arrears

#### **Policy 17.0 Rental Arrears – See Appendix C for Collections Policy**

**Policy:** A tenant who fails to pay two (2) months' rent or portions, the Housing Coordinator will be required to take one or more of the following steps:

1. Request the tenant in writing to meet with the Housing Coordinator to establish a rental arrears repayment plan.
2. If the tenant is a Lytton First Nation employee or contractor, the Band will serve the tenant with a garnishment that is 25% of the tenant's income, which will be applied toward their rental arrears.
3. If the tenant is a Chief or Councillor, the Lytton First Nation may garnishee 25% of their honorarium and one half of their mileage claim payments, which will be applied toward their rental arrears.
4. If there is an additional occupant of the home who is an employee, contractor or member of Chief and Council the Lytton First Nation may garnishee 5% of their income towards rental arrears.
5. That any new Band employees sign a consent agreeing to policy 17.0 of the Housing Policies and Procedures manual.
6. If the mortgage is paid in full and there are arrears, and the client is in a social program, there still is a need to collect rent from the social program and record the mortgage number.
7. The Housing Coordinator may evict the tenant.

**Rationale:** Rental arrears financially affect the Lytton First Nation and consequently all the Band membership.

#### **Procedure:**

1. Lytton First Nation will notify the tenant in writing of the steps for repayment, the consequences for the tenant if rent is not paid, and the actions to be taken by the Band according to policies.
2. Prior to initiating legal proceedings against the tenant, the Housing Coordinator will instruct legal counsel to notify the tenant with a demand letter outlining:
  - The amount owed to the Band;
  - The procedures to make payment; and
  - The legal consequences of failing to make payment.
3. If a tenant is evicted from a Band owned house, the Lytton First Nation will decide what interest, if any, the tenant may have in the house.

4. Tenants who are financially capable of paying their rental arrears will pay interest on rental arrears at a rate of 10% per annum effective the 1<sup>st</sup> month rent payment was overdue.
5. Paragraph 4 does not apply to rental arrears that are being paid through rental arrears repayment agreement.
6. The Housing Coordinator or designate will not renovate or repair any house for tenants in rental arrears unless the renovation is required for safety, health, or to assist a person who may disabilities (subject to funds and approval).

## Chapter Eighteen

### Notice to Vacate

#### Policy 18.0 Tenant's Notice to Vacate

**Policy:** If the tenant plans to move out, the tenant must give the Housing Coordinator or designate at least 30 days' notice. Tenants may leave the home up to 4 years for educational purposes. Anything over four years needs the approval by the Band.

**Rationale:** Notice is required to designate a new resident(s) and to prepare the home for a new tenant.

#### **Procedure:**

1. Provide in writing to the Housing Coordinator or designate giving the date of the house will be empty.
2. If the tenant gives less than 30 days' notice, the Housing Coordinator or designate may use the security deposit to cover the amount of the lost rent.
3. Tenants must identify reasons for vacating home, i.e. education, employment,.... The reasons must be provided in writing with the notice to vacate, and Band approval is required to reclaim home.
4. Lower end market (LEM) rent must be paid accordingly to policy.
5. All Housing Policies applies to sub-tenants.
6. All subtenants rent must go to the housing department towards mortgages
7. Tenants may leave home for up to 1 year for employment, the Band is not responsible for willful damage done by subtenants, and tenant is responsible for the willful damage, and any wear and tear by subtenant.

## Chapter Nineteen

### Evictions

#### Policy 19.0 Eviction - Disturbing the Peace

**Policy:** No tenant has the right to disturb his or her neighborhood, and failure to comply will result in eviction.

**Rationale:** To protect the peace and enjoyment of other people living in nearby residence.

**Procedure:** Tenants will be given two (2) written warning notices from the Housing Coordinator, for disturbing the peace. The third offence will result in eviction.

#### Policy 19.1 Eviction - Damage to the Premises

**Policy:** No tenant shall seriously damage the premises including all buildings.

**Rationale:** Willful damage is an offence punishable by law.

**Procedure:** Tenants shall receive one written warning requiring them to repair the damage caused by them or their guests. A second offense is an automatic eviction.

#### Policy 19.2 Eviction - Damage repair

**Policy:** Tenants are responsible for fixing damage done by them or their guests within a reasonable time. Failure to comply will result in eviction

**Rationale:** The Band will not assume responsibility for the tenant's actions

**Procedure:** A written notice from the Housing Coordinator will outline the time frame to have all repairs completed.

#### Policy 19.2 Eviction – Protection of Neighborhood

**Policy:** No tenant shall knowingly cause danger or be harassing to his or her neighbors.

**Rationale:** To protect the safety and wellbeing of all residents.

**Procedure:** Tenants will receive one written warning. A second offence will result in eviction.

#### Policy 19.2 Eviction – Protection of Community

**Policy:** A tenant who has been charged criminally for sexual assault or drug trafficking will be evicted from any property on Lytton First Nation reserve.

**Rationale:** To protect the safety and wellbeing of all residents.

**Procedure:** Once criminally charged the tenants will be evicted immediately. Lytton First Nation Housing Coordinator will keep a record of all tenants who have been evicted from the Band's housing due to breach of this policy.

### **Policy 19.3 Eviction – Emergency Protection Order**

**Policy:** No tenant shall knowingly cause danger or abuse to his or her partner, spouse or any other residents.

**Rationale:** To protect the safety and wellbeing of family and all residents.

**Procedure:** A Band Administrator or Chief and Council can order an emergency protection order for a person who has been abused by her or his partner or spouse. The order can allow one partner or resident to stay in the home and make the other person leave or stay away. This order is granted based on the best interests of the family. It can last up to 90 days and it can be renewed.

### **Policy 19.4 Eviction - Over Crowding**

**Policy:** No tenant shall allow additional people to move in, especially if it causes an over-crowded condition. Failure to comply will result in eviction of the additional people.

**Rationale:** There could be potential septic problems associated with overcrowded conditions.

**Procedure:** Tenants must inform the Housing Coordinator if they have long-term guests that are occupying the premises for over 1 month. If the number of guests causes an overcrowding condition (more than 2 people per bedroom) the tenant will be given a written notice asking them to have their guests vacate the premise within a specific time period.

### **Policy 19.5 Eviction - Failure to Comply with Tenancy Agreement**

**Policy:** Tenants, who continually ignore part of their tenancy agreement after having been given a written warning, can be evicted.

**Rationale:** A tenancy agreement is a formal document enforceable by law.

**Procedure:** Tenants will be issued a maximum of three warnings per year for various offences. The 4<sup>th</sup> offence will result in eviction.

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### Policy 19.6 Eviction - Monies Owed

**Policy:** A tenant, who has been evicted from a premise on the reserve for rental arrears, will only be allowed to receive Band housing after they fully repaid the monies owed to the Band.

**Rationale:** Eviction procedures are expensive and time consuming for the Lytton First Nation and its membership.

**Procedure:** The Lytton First Nation Housing Coordinator will record the names of all people evicted from properties on the reserve for monies owed. These names shall remain on this list until the monies owed have been repaid.

### Policy 19.7 Eviction - For Reasons Other Than Monies Owed

**Policy:** A tenant who has been evicted from a premise on reserve for reasons other than monies owed; such as disturbing the peace, will not be allowed to apply for housing for a minimum of 2 years following the eviction.

**Rationale:** Tenants must understand they are required to follow the housing policy if they wish to live in the Bands housing.

**Procedure:** Lytton First Nation Housing Coordinator will keep a record of all tenants who have been evicted from the Band's housing of breach of policy for reasons other than monies.

# Appendix A

## Lytton First Nation Housing Rates

### Rental Rates (Effective April 2015)

#### Band Owned

Rental Rates range from:

\$200 to \$375/month

Dependent on Applicant's Income, and Number of Bedrooms

#### LFN 97 New Housing

Phase 12 - 1unit @	\$ 435.00
5 units@	\$ 485.00
Phase 13- 3 units@	\$ 465.00
1 unit @	\$ 515.00
Phase 14- 3 units @	\$ 466.00
2 units @	\$ 516.00
3 units @	\$ 516.00
Phase 15 - 5 units @	\$411.00
1 unit @	\$ 436.00
1 unit @	\$ 461.00
Phase 16 5 units @	\$ 411.00
4 units @	\$ 461.00

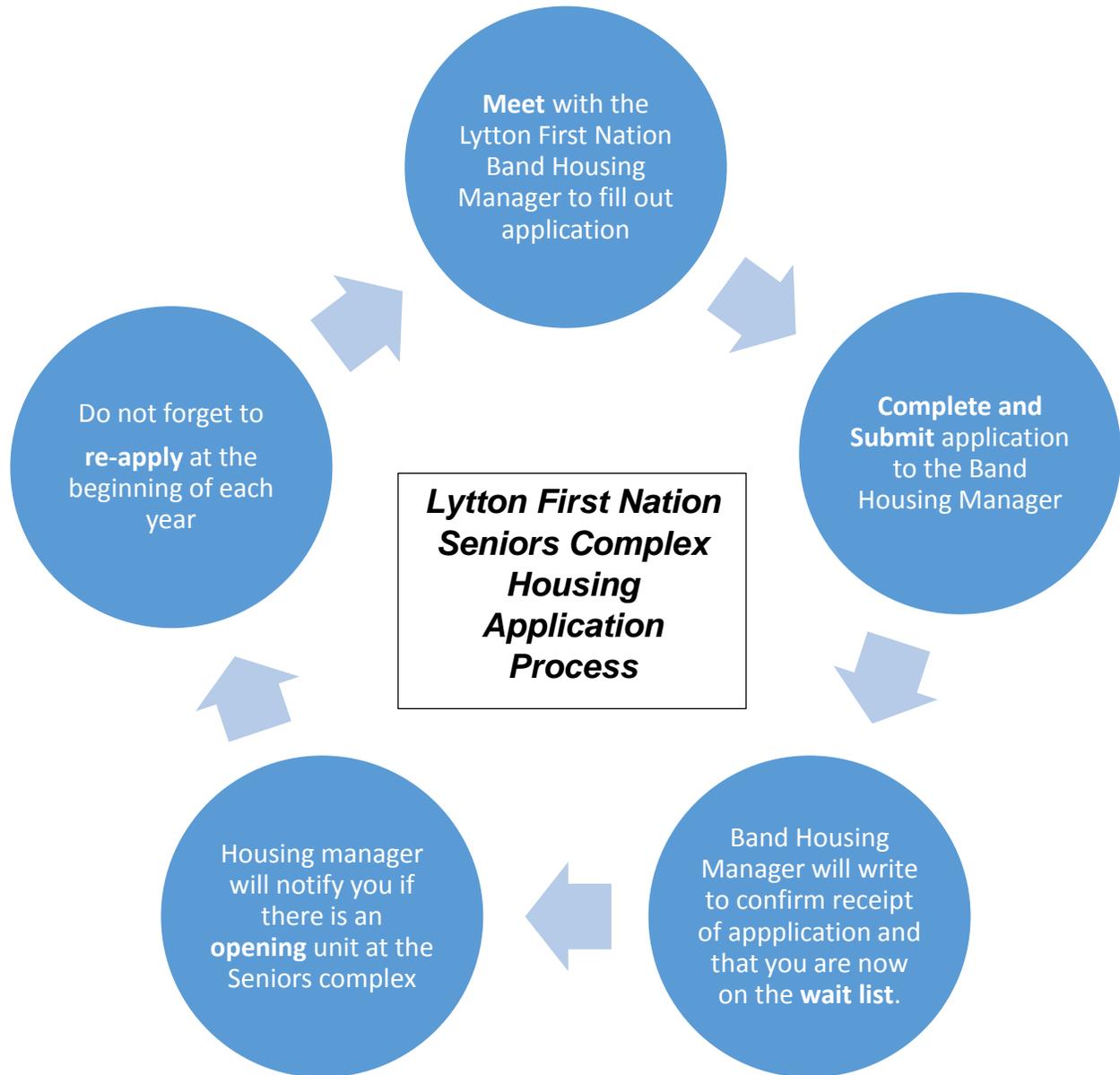
#### Social Housing

1 bedroom units \$300.00 11 units

2 Bedroom Units \$375.00 7 units

## Appendix B

### Lytton First Nation Seniors Complex Housing Application Process



## Appendix C

### Collections policy – Lytton First Nations Housing

Timing	Action	Reminders
3rd Working day of the month	Written notice to occupant, and contact by phone or home visit.	<ul style="list-style-type: none"> <li>~ Remind the occupant that rent is due on the first of the month and the amount owed.</li> <li>~ Keep a copy of the reminder on file.</li> </ul>
15 <sup>th</sup> Calendar day of the month	Second written notice and personal contact with the occupant (by phone call or home visit).	<ul style="list-style-type: none"> <li>~ Remind the occupant of the payment</li> <li>~ Ask the occupant to explain why their payment is late.</li> <li>~ Have the occupant sign a repayment agreement and give them a copy</li> <li>~ Keep a written summary of the telephone calls and written repayment agreement on file.</li> </ul>
Last working day of the month	Third letter to occupant and follow up with phone call or home visit. Confirm the deadline for occupant to respond and consequences for continued non-payment.	<ul style="list-style-type: none"> <li>~ Confirm the amount of money owed and the original due date of the payment. If a repayment agreement was entered into and honoured, remind them of this agreement.</li> <li>~ Ask the occupant if there is a problem that is preventing them from not making a payment.</li> <li>~ Give them a time period of 10 business days.</li> <li>~ Keep a written copy of the notice on file.</li> </ul>
2 <sup>nd</sup> month	Second month of rent overdue will result in an eviction letter, and the tenant being required to vacate the premises.	



### Rental Arrears Repayment Agreement

This AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 201\_

BETWEEN

Name \_\_\_\_\_ (The Tenant)

AND LYTTON FIRST NATION

#### Background Facts

- A. The tenant is renting a Band Owned house from the Lytton First Nation situated at Lot Number (No.) \_\_\_\_\_ Lytton Indian Reserve No. \_\_\_\_\_, Lytton, British Columbia.
- B. The tenant Acknowledges to be in Rental Arrears to the Lytton First Nation in the amount of \$ \_\_\_\_\_ as of \_\_\_\_\_, 20\_\_ and that this amount does not include any arrears that may have yet accumulate after signing this agreement.
- C. The Lytton First Nation Band council resolution dated February 27, 1997, still in effect today, clearly specify the responsibilities of the tenant and the consequences of not meeting those responsibilities up to an including eviction of the tenant from the unit.
- D. The tenant agrees to make payment on the rental arrears on the terms and conditions hereinafter set out.

#### Rental Arrears Repayment - Terms and conditions

- 1. The tenant agrees to pay the sum of \$ \_\_\_\_\_ to the Lytton First Nation in \_\_\_\_\_ monthly installments of \$ \_\_\_\_\_ each, such payment being payable on the \_\_\_\_\_ day of each month commencing on the \_\_\_ day of \_\_\_\_\_ 20\_\_ and the last monthly payment being due and payable on the \_\_\_\_\_ day of each month until paid in full.
- 2. The tenant understands and agrees that the payments are made under clause #1 above are in addition to the normal monthly payments required under the rental agreement signed by the tenant.
- 3. A New tenant agreement for the remaining arrears will be calculated on the \_\_\_ day of \_\_\_\_\_, 20\_\_. The Lytton First Nation will issue receipts for each payment received. This Agreement signed this \_\_\_ day of \_\_\_\_\_, 20\_\_ at Lytton, British Columbia. I, \_\_\_\_\_ sign this rental arrears repayment freely without hesitation. I agree that if my financial situation changes I will contact Lytton First Nation housing department as soon as possible. I understand that the Lytton First Nations housing department may, by mutual agreement with me, adjust this agreement if my financial situation changes in order to reflect my ability to pay my rental arrears.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Lytton First Nations Housing Authority