



LAKE BABINE NATION RENTAL HOUSING POLICY

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Adopted by LBN Chief and Council on [insert date]

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1. DEFINITIONS

Additional Rental Costs means amounts due to LBN under a Tenancy Agreement other than Rent, such as costs for property damage or for dealing with abandoned contents in a vacated Rental Home.

Arrears means Rental Arrears and/or any other Additional Rental Costs that are owed by a Tenant to LBN.

By-law means any LBN by-law that is in force.

Child means a person under the age of 19 who is a biological child, a stepchild, or a child adopted under Canadian law or by Aboriginal custom, and it includes “children”.

Co-Tenant means an adult Member who has entered into a Tenancy Agreement for a Rental Home with one or more other adult Members.

Council means the duly elected Chief and Council of LBN.

Damage Deposit means the amount that each new Tenant must pay upon signing their Tenancy Agreement as discussed in section 14.

Deliver means to bring a document to the Rental Home and leave it with the Tenant, or if he or she is not available, another person over the age of 15 staying in the Rental Home, or if no one is available, to leave it on the front door or under the front door of the Rental Home. When the Housing Department knows that the Tenant has left the Rental Home for an extended period of time and knows where the Tenant is, it will make reasonable efforts to bring the document to the Tenant’s attention by phone or email.

Dependent means a Child or a person of any age who is under the care of another by reason of physical or mental disability.

Extension means a suspension of the timelines under the Arrears Management and Eviction provisions of this Rental Housing Policy as explained in section 31.

Extension Applicant means a person seeking an Extension decision on Arrears under section 31.

Family Homes Act means the *Family Homes on Reserve and Matrimonial Interests or Rights Act*, S.C. 2013, c. 20, a federal law that provides rules about ownership and occupation of family homes on reserve where relationships break down or where one spouse dies, and which applies to all LBN reserves unless and until LBN adopts its own law on this subject.

Household Composition means the number of people in a household, their ages, genders and relationships and is required information on the Housing Application for the purpose of ensuring that housing allocations are suitable according to the NOS.

Housing Committee means the LBN committee established by Chief and Council to work with the Housing Department on housing matters, and whose roles and responsibilities are described below in section 4 as well as in the Committee’s Terms of Reference.

Immediate Family means parents, children, siblings, grandchildren, grandparents.

Income Assistance means income support for Members funded by Indigenous Services Canada and administered through Lake Babine Nation and it includes income assistance, income assistance for persons

with disabilities, income assistance for persons with persistent multiple barriers, and hardship assistance. **LBN** means Lake Babine Nation.

LBN Lands means any of LBN's Indian Reserves and any lands owned by LBN.

Member means a person whose name appears on the LBN Indian Band membership list or, once LBN develops citizenship rules, any person who holds LBN citizenship under those rules.

NOS means the Canadian National Occupancy Standards used to assess minimum bedroom requirements for a household.

Occupant means a person who is permitted to reside in a Rental Home under the Tenancy Agreement, but who is not the Tenant.

RCMP means the Royal Canadian Mounted Police.

Rent means an amount of money paid, or required to be paid, by a Tenant to LBN as described in a Tenancy Agreement in return for the right to occupy a Rental Home.

Rental Arrears means rent owed by a Tenant to LBN that has not been received by the payment due date.

Rental Arrears Repayment Agreement means an agreement between a Tenant and LBN with a repayment schedule for the Tenant's Rental Arrears, as discussed in section 31.

Rental Home means a rental unit owned by LBN, including the lot on which it sits.

Spouse means either of two persons who are married to each other or who have lived with each other in a marriage-like relationship for a period of at least one year, and it includes persons of the same gender.

Tenancy Agreement means a written agreement between LBN and a person allowing that person to occupy a Rental Home in exchange for Rent.

Tenant means a person who has entered into a Tenancy Agreement and is required to pay Rent to LBN in return for the right to use and occupy a Rental Home.

2. PURPOSE, VALUES AND PRINCIPLES

2.1 The purposes of this Rental Housing Policy are to

- (a) set out the principles underlying LBN's rental housing program;
- (b) outline the roles and responsibilities associated with LBN's rental housing program;
- (c) provide standards, rules, and guidelines for the fair and transparent delivery of LBN's rental housing program;
- (d) help LBN provide quality, affordable housing to Members; and
- (e) help LBN manage its rental housing stock and program in a financially sustainable manner.

2.2 The values and principles underpinning the Rental Housing Policy are:

- consistency
- fairness
- affordability
- transparency
- accountability
- responsibility
- commitment
- financial sustainability
- health and safety
- respect (wagoos)
- supportive

3. APPLICATION AND SCOPE

3.1 The Rental Housing Policy applies to the LBN rental housing program and to all LBN Rental Homes.

3.2 In the event of a conflict, the Rental Housing Policy takes priority over any other LBN policies.

3.3 In the event of a conflict, Tenancy Agreements, the *Family Homes Act*, and federal housing funding requirements as set out in federal directives and operating and funding agreements, all take priority over the Rental Housing Policy.

4. ROLES AND RESPONSIBILITIES

Council

4.1 Council is not responsible for administering the Rental Housing Policy. Their role is simply to adopt the Policy and amend it as appropriate.

4.2 The Council has a role in overseeing the finances of the Housing Department by:

- (a) reviewing the rental housing program budgets;

- (b) deciding whether to approve any changes to rental rates per type of house proposed by the Housing Department;
- (c) identifying funding to cover rent shortfalls arising from inadequate Income Assistance shelter allowances and to supplement the Housing Department budget as needed;
- (d) approving any applications for external funding to support the Housing Department.

Chief Operating Officer and Chief Executive Officer

4.3 The Housing Director reports to the Chief Operating Officer and Chief Executive Officer as needed about LBN's rental housing program.

Housing Director

4.4 The Housing Director is responsible for managing LBN's rental housing program, including the administration of this Rental Housing Policy, with the support of the rest of the Housing Department.

Housing Department

4.5 The Housing Department administers LBN's rental housing program. Its responsibilities include but are not limited to:

- (a) educating Members about this Rental Housing Policy;
- (b) receiving tenancy applications, notifying applicants if they are ineligible for tenancy, and assisting applicants who submit incomplete or deficient applications;
- (c) selecting Tenants, with help of Housing Committee;
- (d) entering into and renewing Tenancy Agreements;
- (e) entering into any Arrears Repayment Agreements with Tenants;
- (f) determining rental rates by type of house needed to achieve cost recovery of the LBN rental housing program and proposing those to Council for approval;
- (g) notifying Tenants in writing where they are breaching the Tenancy Agreement and applying the Arrears management and End of Tenancy provisions in this Rental Housing Policy where required;
- (h) receiving and responding to requests for repairs in Rental Homes, including emergency repairs, and managing repairs work;
- (i) maintaining building insurance for the Rental Homes;
- (j) deciding what renovations to make to Rental Homes and overseeing renovation work;
- (k) applying all relevant federal housing policies;

- (l) managing the LBN rental housing program with the goal of financial sustainability, including by addressing any Arrears or Rental House damages with Tenants in a timely manner;
- (m) participating in all Housing Committee meetings;
- (n) keeping records related to all matters under this Rental Housing Policy;
- (o) maintaining confidentiality of the information received about and from Members pursuant to this Rental Housing Policy except where disclosure is required by law or is reasonably required to administer the Rental Housing Policy;
- (p) working with other LBN departments to address issues of mutual interest in a coordinated and effective manner;
- (q) reporting to the Housing Committee, Chief Operating Officer, Chief Executive Officer, and Council on LBN's rental housing program; and
- (r) providing feedback on the Rental Housing Policy to the Housing Committee, Chief Operating Officer, Chief Executive Officer, and LBN Council, including potential amendments.

Housing Committee

4.6 The Housing Committee provides recommendations to the Housing Department and Council regarding implementation of the Rental Housing Policy and potential revisions to the Policy. Its responsibilities include but are not limited to:

- (a) acting as liaison for their community with respect to LBN's rental housing program;
- (b) advising the Housing Department on Tenant selection as needed;
- (c) advising the Housing Department on whether to secure a short-term Tenant to replace a Tenant who needs to be temporarily away;
- (d) advising the Housing Department on Extension applications;
- (e) sharing its views on potential amendments to the Rental Housing Policy; and
- (f) maintaining confidentiality of the information received about and from Members pursuant to this Rental Housing Policy except where disclosure is required by law or is reasonably required to administer the Rental Housing Policy.

LBN Administration

4.7 The LBN Administration, through its various departments, administers other programs and services that may affect the operation of the LBN rental housing program (e.g.: Income Assistance). Other LBN departments will endeavour to work with the Housing Department to address issues of mutual interest in a coordinated and effective manner.

Tenants

4.8 Tenants are responsible for:

- (a) developing a good understanding of the Rental Housing Policy and their Tenancy Agreement;
- (b) meeting their obligations under the Rental Housing Policy and the Tenancy Agreement, including but not limited to
 - (i) the on-time payment of Rent
 - (ii) reasonable care and maintenance of the Rental Home
 - (iii) prompt reporting to the Housing Department of any repairs for which the Housing Department is responsible
 - (iv) taking the required steps to deal with any damages that occur to their Rental Home
 - (v) respecting the time limits for Rental Homes guests
 - (vi) respecting all Rental Housing Policy guidelines and By-laws relating to the occupation of the Rental Home;
- (c) bringing all Rental Home-related requests, queries and complaints to the Housing Department; and
- (d) participating in community meetings and engaging with the Housing Department as needed.

5. CONFLICTS OF INTEREST

5.1 Conflicts of interest exist when someone making a decision has a personal interest in the matter that may influence their decision. A reasonable perception of conflict of interest exists when someone making a decision could be reasonably considered to have a personal interest in the matter that could influence their decision.

5.2 In order to avoid actual conflicts of interest and reasonably perceived conflicts of interest, all Housing Department staff and Housing Committee members will

- (a) always avoid participating in any decisions under this Rental Housing Policy that affect their Immediate Family; and
- (b) avoid participating in any decisions affecting people where they have a personal interest in the matter that could influence their decision or where they could reasonably be perceived as having such an interest.

5.3 A Housing Department staff member who has a real or perceived conflict of interest will provide notice to the Housing Director as soon as possible that they won't be participating in the decision-making.

5.4 A Housing Committee member who has a real or perceived conflict of interest will provide notice to the other Housing Committee members as soon as possible that they won't be participating in the decision-making.

6. ELIGIBILITY FOR TENANCY

6.1 To be eligible to apply for, secure, and remain in a Rental Home a person must:

- (a) be a Member;
- (b) have no Arrears or outstanding debt owing to LBN;
- (c) have no outstanding debts with any utility companies;
- (d) be at least 19 years of age;
- (e) demonstrate ability to pay Rent, though as explained in section 7 below, where the Tenant or all Co-Tenants receive Income Assistance, LBN will cover any Rent shortfall remaining after shelter allowance funds have been applied to the Rent;
- (f) be willing to meet the basic maintenance and general upkeep obligations for the Rental Home as set out in this Rental Housing Policy and the Tenancy Agreement, except to the extent that they have physical limitations that make them unable to do so;
- (g) not have been evicted from any Rental Home within the last 7 years; and
- (h) not be convicted of any indictable sex-related, drug-related, or violent offence after this Rental Housing Policy comes into force (and this particular eligibility rule also applies to Occupants).
- (i) Provide a positive reference from a landlord or, if the applicant has never been a tenant before, a positive character reference from someone who is not Immediate Family and who is also not currently Chief or a Councillor or an employee of the Housing Department.

6.2 Applicants and Tenants must promptly inform the Housing Department if they no longer meet LBN's eligibility requirements for tenancy.

7. RENTAL RATES

7.1 Rent is set by the Housing Department and is based on unit size, at rates that serve to achieve cost-recovery for LBN's rental housing program. Rental housing program costs include repayment of any outstanding housing loans that LBN assumed to finance the property, costs to maintain Rental Homes in safe and decent condition and to undertake approved renovations, appliance repairs and replacements, building insurance, providing services (garbage pick-up and water), contingency funds, and administrative costs.

7.2 The Rent set out in the Rental Agreement is the same whether or not Tenants and/or Occupants receive Income Assistance. However, the shelter allowance portion of Income Assistance must be used to pay utilities first, followed by Rent, and what remains after utilities bills have been paid is usually not enough

to pay Rent. Therefore, here is how payment of Rent works when a Tenant or Occupant receives Income Assistance:

- (a) Where the Tenant or all Co-Tenants in the household receive Income Assistance, their contribution to Rent will be what remains of the shelter allowance after utilities bill payments. Any Occupant of the household who receives Income Assistance will also be required to contribute towards the Rent all available shelter allowance. LBN will provide the Housing Department with any shortfall in Rent for these households out of general revenues.
- (b) Where at least one Tenant in the household receives a source other than Income Assistance (e.g., employment incomes), the household will be required to pay the full amount of the Rent. Any Co-Tenant or Occupant in the household who is receiving Income Assistance will contribute toward the Rent what remains of their shelter allowance after utility bill payments. The Tenant or Co-Tenants who do not receive Income Assistance will be responsible for paying the remainder of the Rent.

7.3 Because Income Assistance affects the Tenants' obligations in paying rent, every Tenant or Co-Tenant will promptly inform the Housing Department if

- (a) they start or stop receiving Income Assistance;
- (b) an Occupant of their Rental Home starts or stops receiving Income Assistance.

7.4 Rents will only increase as required to achieve cost recovery for LBN's rental housing program. Increases to achieve cost recovery will happen, at most, once per year. Tenants will receive at least 3 months notice of any such Rent increase and an explanation for the increase.

8. TENANCY APPLICATIONS

8.1 Any Member who meets the eligibility requirements in section 6 may apply for a Rental Home by submitting to the Housing Department a completed **Application Form**, which is included as **Appendix "A"** to this Rental Housing Policy. The Housing Department will provide assistance as needed.

8.2 The Housing Department will review all applications for eligibility and completeness. It will date complete and eligible applications with the date it received the application and confirm receipt with applicant. It will reject ineligible or incomplete applications with notice to the applicant.

8.3 When the Housing Department rejects an application as ineligible or incomplete, it will provide an explanation to the applicant. An applicant may correct an incomplete application and re-submit it at any time.

8.4 Applicants are responsible for updating their application, including the community where they want to live and their contact information. The Housing Department is not responsible for tracking down applicants whose contact information is out of date.

8.5 The Housing Department will periodically contact applicants on the waitlist to confirm whether they remain interested in securing a Rental Home. If they cannot reach the applicant within a reasonable time period or learn that the contact information is out of date, they will remove the applicant from the waitlist.

9. TENANT SELECTION

9.1 Eligible applicants for tenancy will be considered for units appropriate to their family size based on the NOS standards.

9.2 Tenant selection is governed by the following criteria as set out in the **Rental Application Review Guide**, which is included as **Appendix “B”** to this Rental Housing Policy:

- (a) length of time on Rental Home waitlist;
- (b) Household Composition;
- (c) present living arrangements;
- (d) current living conditions;
- (e) household income;
- (f) positive or negative prior history as a Tenant; and
- (g) landlord reference or, if applicant has never been a tenant, character reference.

9.3 When a Rental Home becomes available, the Housing Department will:

- (a) identify all the applications for that community with households that are of an appropriate size for the unit, based on the NOS;
- (b) review those applications and score them using the Rental Application Guide (Appendix “B”);
- (c) review the results with the Housing Committee or the relevant community’s Housing Committee members;
- (d) approve the application with the highest score; and
- (e) notify the successful applicant.

9.4 If two applications receive the same score, priority will be given to the application that was submitted first, based on the recorded date of receipt.

9.5 An applicant will have 5 business days to confirm whether they will move into the Rental Home.

9.6 If the selected applicant declines a housing allocation, the Housing Department will approve the application with the next highest score and notify the successful applicant.

9.7 Unsuccessful applications will remain on the waiting list, but as discussed in section 8, applicants must keep their application up to date.

10. WHO CAN LIVE IN RENTAL HOMES?

10.1 Successful applicants for Rental Homes must sign a Tenancy Agreement and become Tenants in order to move in.

10.2 Where two Member Spouses cohabit in a Rental Home, both Spouses must enter into the Tenancy Agreement and become Co-Tenants unless one Spouse does not meet the eligibility criteria under section 6.1.

10.3 Any additional Member who is eligible to be a Tenant and lives in the Rental Home may sign the Tenancy Agreement and become a Co-Tenant where the successful applicant(s) agree(s) to make that Member a Co-Tenant.

10.4 A non-Member may only become a Tenant where:

- (a) the Tenant dies and the non-Member Spouse exercises their right under the *Family Homes Act* to stay in the Rental Home for up to 180 days; or
- (b) there is a marital breakdown and a non-Member Spouse enters into a Tenancy Agreement on behalf of a Member Child pursuant to section 30.3 of this Rental Housing Policy or secures an Exclusive Occupation order under the *Family Homes Act*.

10.5 Any person who is not a Tenant but who is listed in the Tenancy Agreement as approved to live in the Rental Home is an Occupant. This includes non-Member Spouses as well as any Child and other Dependents of the Tenant(s). A person may not be an Occupant if they have been convicted of an indictable sex-related, drug-related or violent offence.

10.6 People who are neither Tenants nor Occupants are guests. A guest may only stay in a Rental Home for a maximum of 30 nights in a row, and for a maximum of 60 nights a year.

11. TENANCY AGREEMENTS

11.1 All Tenants must sign a Tenancy Agreement before occupying a Rental Home. The Housing Director will sign on behalf of LBN, as will the director of LBN's Social Development Department where the Tenant receives Income Assistance.

11.2 Tenancy Agreements are legally enforceable contracts made between the Tenant and LBN. They set out the obligations and rights of a Tenant and LBN for the Rental Home, and have been developed to protect the Tenant, LBN, and the Rental Home.

11.3 The Tenant must understand the Tenancy Agreement before signing it, and the Housing Department will help the Tenant understand the Tenancy Agreement by explaining it and answering any questions.

- 11.4 In signing a Tenancy Agreement, the Tenant agrees to comply with all the terms and conditions of that Tenancy Agreement and this Rental Housing Policy.
- 11.5 In signing a Tenancy Agreement, LBN agrees to:
- (a) allow the Tenant and Occupants to reside in the Rental Home;
 - (b) provide and maintain the Rental Home in a reasonable state of repair suitable for occupation and quiet enjoyment by the Tenant; and
 - (c) respond to the Tenant's questions and concerns within a reasonable timeframe.
- 11.6 After a Tenancy Agreement has been signed, the Housing Department will:
- (a) provide the Tenant with a copy of the signed Tenancy Agreement; and
 - (b) keep the original and one copy of the signed Tenancy Agreement on file at the Housing Department office.
- 11.7 Tenancy Agreements will generally run from April 1 to March 31. Tenancies that start after April 1 will run until March 31, and thereafter all renewals will occur on a yearly basis.

12. RENEWAL OF TENANCY AGREEMENTS

- 12.1 LBN will renew Tenancy Agreements on April 1 for all willing Tenants who are in substantial compliance with their Tenancy Agreement and the Rental Housing Policy.
- 12.2 Tenants will always be required to follow the most current version of the Rental Housing Policy. Renewed Tenancy Agreements must set out the current Rent and include any other changes, such as changes to Occupants.
- 12.3 The Housing Department will prepare the renewed Tenancy Agreement, which the Tenant must sign in order to remain a Tenant. Refusal to sign a renewed Tenancy Agreement will lead to eviction.

13. RENT-TO-OWN

- 13.1 Some Tenants may be offered and may enter into Rent-to-Own Tenancy Agreements that provide the opportunity for the Tenant(s) to eventually own their rental unit (but not the lot on which the unit sits). It is important to remember that
- a) the opportunity to purchase a rental unit does not exist in regular Tenancy Agreements; and
 - b) where the Rent-to-Own Tenancy Agreement creates the opportunity for eventual home ownership, the Tenant does not become the owner unless and until all of the conditions in the Agreement are satisfied and LBN and the Tenant complete the purchase, in writing.
- 13.2 At a minimum, a Rent-to-Own Tenancy Agreement will specify these conditions for a Tenant to become eligible to own their rental unit:

- a) the loan that financed the construction and/or renovation of the unit is fully paid off;
- b) the Tenant has been the Tenant in the Rental Home for at least 10 years or the Tenant is a Designated Member whose tenancy, combined with that of the previous Tenant, adds up to 10 years;
- c) “full” rent has been paid on the Rental Home for at least 10 years (i.e., LBN has not covered shortfalls arising from insufficient shelter allowance funds); and
- d) the Tenant has no Arrears and is not otherwise in breach of the Rent-to-Own Tenancy Agreement.

14. DAMAGE DEPOSITS

- 14.1 All Tenants who sign a new Tenancy Agreement after this Rental Housing Policy comes into force are required to pay a Damage Deposit before moving into a Rental Home. The Damage Deposit is equal to the amount of one month’s Rent. The only exception is where the Tenant or all Co-Tenants receive Income Assistance.
- 14.2 LBN will hold the Damage Deposit in trust for the Tenant during the term of the Tenancy Agreement. Tenants will not receive interest on their Damage Deposits.
- 14.3 Upon termination of the Tenancy Agreement, and within 15 days of the Tenant vacating the Rental Home, LBN will reimburse the full Damage Deposit to the Tenant, unless the Tenant:
- (a) did not leave the Home clean and in re-rentable condition as required under the Tenancy Agreement and explained in section 28.3;
 - (b) has Arrears;
 - (c) left the Rental Home with damage other than normal wear and tear;
 - (d) left contents behind in the Home that LBN had to dispose of and/or place into storage; or
 - (e) failed to provide notice of the end of the Tenancy by the first day of the final month and failed to pay Rent for the following month.
- 14.4 LBN is entitled to use the Damage Deposit to pay for any of the situations described in section 14.3, including any reasonable administrative costs and legal costs.
- 14.5 Where the total costs described in section 14.3 exceed the Damage Deposit, the Housing Department will notify the Tenant if possible, and in any event, the Tenant will be liable for those Arrears. LBN may take any lawful action to collect any Arrears and until this debt is repaid, the Tenant may not rent again from LBN.

14.6 Tenants must also pay a pet deposit equivalent to half of one month's Rent if they keep one or more pets in their Rental Home, to help cover potential pet-related damage to the Rental Home. Where a new pet replaces a previous pet, no new deposit is required. LBN may also use the pet deposit to help cover any of the outstanding costs described in section 14.3.

15. PETS

15.1 Tenants may have common household pets, such as cats, dogs, fish, birds, rabbits or rodents, as long as there is compliance with the following rules:

- (a) Tenants have paid the necessary pet deposit;
- (b) Tenants care for the pets in a safe, sanitary and healthy manner;
- (c) Tenants do not breed pets in the Rental Home;
- (d) pets are under the owner's control;
- (e) pets do not threaten Occupants or guests, LBN Housing Department staff, neighbours or neighbours' pets;
- (f) pets do not disturb neighbours or cause any nuisance in the neighbourhood;
- (g) pets do not cause major damage to the Rental Home.

16. SUBLETTING

16.1 Tenants are not allowed to rent out rooms in their Rental Homes or to sublet their Rental Home.

16.2 If a Tenant needs to leave their Rental Home for more than 30 days but less than one year due to exceptional circumstances, such as health treatment, education, or family emergencies, they can request that the Housing Department rent out their Rental Home temporarily to another Member until they return. The Housing Department will seek the advice of the Housing Committee on whether to agree to such requests, and retains full discretion on whether to grant the request.

17. PAYMENT OF RENT

17.1 Rent payments contribute to the cost of housing and are used to protect LBN's investment in its housing assets. All Tenants are required to pay Rent on time and in accordance with the terms of their Tenancy Agreement.

17.2 Rent is due and must be paid in full by the first of every month.

17.3 Rent may be paid by:

- (a) cash;

- (b) pre-authorized debit;
- (c) cheque, including post-dated cheques, unless one of the Tenant's previous cheques have bounced;
- (d) certified cheque, money order or bank draft;
- (e) salary deduction.

17.4 Tenants and Occupants receiving Income Assistance will have the available portion of their shelter allowance go directly to the Housing Department.

17.5 LBN Employees are encouraged to consent in writing to have their Rent deducted directly from their paycheque.

18. SERVICE AND UTILITIES

18.1 The Tenant is responsible for the connection, payment and disconnection of:

- (a) gas and hydro
- (b) phone, cable and internet.

18.2 The Tenant is responsible for removing snow from their driveway and walkway.

18.3 LBN will provide the following services to the Tenant:

- (a) garbage pickup;
- (b) water; and
- (c) sewage.

19. INSURANCE

LBN Responsibilities

19.1 LBN maintains property insurance for all Rental Homes.

19.2 Any amounts received as a result of an insurance claim made by LBN will be designated for the reconstruction or repair of the relevant Rental Home.

Tenant Responsibilities

19.3 Tenants are encouraged to purchase contents insurance and are solely responsible for doing so. Damage to a Tenant's personal property will not be covered under LBN's insurance policies.

19.4 Tenants must not do, fail to do, or allow anyone else to do or fail to do, anything that could jeopardize LBN's insurance for the Rental Home.

- 19.5 A Tenant will immediately comply with any written notice from the Housing Department or any insurer requiring them to do something or discontinue any use of a Rental Home in order to protect the insurance policy.
- 19.6 A Tenant will not operate any business from the Rental Home except with the prior written permission of LBN and in compliance with any applicable LBN laws or by-laws, in order to avoid interfering with LBN's property insurance coverage.
- 19.7 Tenants will be liable for all losses, costs or damages incurred by LBN for any conduct that voids or otherwise negatively affects LBN's insurance policy for a Rental Home.

20. MAINTENANCE OF UNITS AND YARDS

- 20.1 LBN maintains the Rental Homes through a routine maintenance program. Due to limited funds and high demand, the Housing Department responds to maintenance requests according to health and safety priorities and available funding. The Housing Department will work with Tenants to endeavor to keep Rental Homes to an acceptable standard. Both parties must fulfill their respective responsibilities.

Tenant Responsibilities

- 20.2 Tenants will maintain reasonable health, cleanliness and sanitary standards throughout the Rental Home.
- 20.3 Tenants are responsible for the general maintenance, cleaning and minor repairs and replacements for the Rental Home, which include:
- (a) routine cleaning and vacuuming;
 - (b) window cleaning;
 - (c) monitoring and wiping up moisture;
 - (d) ensuring indoor air quality is maintained (vents kept clear);
 - (e) cleaning of appliances, furnace and other mechanical air filters;
 - (f) garbage removal, including putting garbage that is for collection in sealed bags and in cans with lids;
 - (g) yard clean up, weeding and maintenance, including removal of old vehicles, appliances, and other junk, keeping septic tank and area free of debris, brush and weeds, and ensuring that vegetation does not spill over onto any adjacent roads;
 - (h) cleaning eaves troughs/gutters during the fall season;
 - (i) keeping fire hydrants, gas and hydro meters clear of obstruction;
 - (j) proper disposal of hazardous/flammable materials (e.g., oil, gas, anti-freeze);

- (k) snow removal from the driveway and porch;
- (l) supplying and changing faucet washers;
- (m) supplying and repairing loose screws on such things as cupboards and towel racks;
- (n) replacing light bulbs;
- (o) ensuring that baseboard heaters, stoves and other fire hazards are kept clear of clutter, garbage and flammable materials;
- (p) minor blockages in toilets, sinks and tubs;
- (q) small floods from flooded toilets;
- (r) winterization of Rental Home;
- (s) maintaining air conditions;
- (t) minor repairs and upkeep that don't require special skills; and
- (u) promptly reporting any damage and/or maintenance issues that the Housing Department is responsible for or that the Tenant cannot address to the Housing Department.

20.4 Tenants will not:

- (a) deface or mark or damage the interior or exterior walls or floors of the Rental Home; or
- (b) do or allow at the Rental Home anything which is noisy, noxious, illegal or offensive, or which constitutes a nuisance or annoyance to LBN or any neighbor.

20.5 Failure to comply with the Tenant's maintenance and repair responsibilities outlined in this section of the Rental Housing Policy or in the Tenancy Agreement is a breach of the Agreement and this Policy that could result in eviction under section 32 of this Rental Housing Policy.

Housing Department Responsibilities

20.6 The Housing Department will maintain Rental Homes in a reasonable state of repair, suitable for occupation by a Tenant and within the limits of its rental housing budget. The Housing Department is responsible for preventative maintenance and repairs arising from normal wear and tear, and major repairs and replacements. The Housing Department is not responsible for negligent or willful damage caused by Tenants, Occupants or their guests, as explained in the following section.

20.7 Preventative maintenance and repairing normal wear and tear include but are not necessarily limited to the following:

- (a) repainting interior and exterior;

- (b) cleaning gutters and drains;
- (c) maintaining smoke detectors in good working order;
- (d) stove pipe cleaning;
- (e) duct cleaning; and
- (f) repairing floors, doors and cupboards.

20.8 Major repairs and replacements are generally defined as including:

- (a) roof repairs;
- (b) major repairs to building envelope or structure;
- (c) plumbing, backups and septic tank maintenance;
- (d) frozen pipes;
- (e) hot water tanks;
- (f) electrical work, including electrical units;
- (g) fixtures and basic appliances
- (h) replacing broken windows;
- (i) repairing driveways; and
- (j) all repairs necessary to meet health and safety standards.

20.9 The Housing Department will set priorities for general repairs/renovations taking into account health and safety needs and available funding.

How to Request Repairs

20.10 Prior to formally requesting that the Housing Department perform a repair or maintenance, the Tenant should confirm with the Housing Department that they are not responsible for performing the repair or maintenance.

20.11 Tenants will make all requests for repairs and maintenance to the Housing Department. The Housing Department will review applications and respond to them by phone or in writing. Where the application is sufficiently high priority and funding is available, the Housing Department will approve the expense and notify the Tenant and ensure that the repair or maintenance work is completed.

Emergency Repairs

20.12 The Housing Department is responsible for emergency repairs or services that are beyond the Tenant's control. To protect the Rental Home, Tenants must promptly notify the Housing Manager of any serious, urgent problems, such as

- (a) broken furnace or other heating unit;
- (b) serious flooding or water problems;
- (c) sewer back-up;
- (d) major appliance failure;
- (e) leaky roof;
- (f) frozen pipes;
- (g) gas leaks;
- (h) electrical failure;
- (i) infestations (bugs, mice, rats),
- (j) compromised housing structure.

20.13 Tenants may contact the Housing Department for emergencies at these numbers: 250-692-9736 or 250-692-0551.

21. NEGLIGENCE OR INTENTIONAL DAMAGE TO RENTAL HOMES

Damage by Tenant

- 21.1 Tenants are solely responsible for all costs associated with repairs to a Rental Home and/or replacement of any fixtures and/or appliances, where the damage goes beyond normal wear and tear and has been caused or permitted to occur by the intentional or negligent conduct of the Tenant, an Occupant or a guest.
- 21.2 Tenants must promptly notify the Housing Department of any damage. Tenants who wish to repair the damage themselves must first obtain written approval from the Housing Department to do so.
- 21.3 If the Housing Department repairs the damage, the Housing Department will provide the Tenant with a written estimate of the costs for the Housing Department to carry out the repair and/or replacement. These will count as Additional Rental Costs. The Tenant will have 30 days from the date on the notice to reach agreement with the Housing Department on the timing for paying the Additional Rental Costs. Failure to enter into a payment arrangement on these Additional Rental Costs within 30 days, or failure to meet the payment schedule may trigger the End of Tenancy/Breach provisions, as set out in section 32 below.

- 21.4 LBN may take any lawful action to collect any Arrears for repairs and until this debt is repaid, the Tenant may not rent again from LBN.
- 21.5 The Housing Department will record the details of the damage in writing and these records will be kept in the Tenant's housing file indefinitely. These records may affect the Tenant's eligibility for a Rental Home in the future.

Intentional Damage by Third Party

- 21.6 If someone who is not the Tenant, an Occupant or a guest breaks into or vandalizes a Rental Home, the Tenant must report such damage to the Housing Department and the RCMP immediately. The Housing Department will be responsible for any necessary repairs or reported damage but will not commence the work until after a police report has been filed and a copy submitted to the Housing Department.
- 21.7 The Housing Department may hold the Tenant responsible for the cost of repairs for unreported damage as Additional Rental Costs, as set out above in this section.

22. RENOVATIONS

- 22.1 The Housing Department has exclusive authority to approve renovations to Rental Homes. Tenants are not permitted to do any renovations without the Housing Department's approval.
- 22.2 Tenants wanting renovations to their Rental Home must submit a written request to the Housing Department. The Housing Department will confirm receipt of the request and request any additional information that it needs to consider the request within 5 business days.
- 22.3 Funding for renovations to Rental Homes is limited and may be unavailable at the time of Tenant requests. Federal funding programs may also restrict the allowable types of renovations. The Housing Department will prioritize renovations based on unit condition, health reports, and adaptations required for Tenants or Occupants with disabilities. The Housing Department has discretion on whether to approve renovation requests and decide who will do the work.

23. LBN ENTRY INTO RENTAL HOMES

- 23.1 A Tenant has the right to quiet enjoyment and of exclusive use and occupancy of a Rental Home during the term of the Tenancy Agreement.
- 23.2 The Housing Department may only enter a Rental Home in the following circumstances:
- (a) in accordance with the inspection provisions set out in section 25 below;
 - (b) without notice if this appears to be reasonably required to protect life or property;
 - (c) if the Tenant gives the Housing Department permission;
 - (d) if the Tenant has abandoned the house (see section 26 below); or

(e) if LBN has a court order authorizing it to enter the house.

23.3 If there is an emergency and the Tenant is not available to grant permission, two Housing Department representatives should enter the property together if possible. Tenants will be notified of any emergency entries and the reason(s) for the entry as soon as possible after the entry.

24. LOCKS

24.1 The Housing Department will not change the locks to a Rental Home that is occupied by a Tenant without providing the Tenant with the new keys to the Home.

24.2 If a Tenant wants the locks changed, the Tenant may submit a request to the Housing Department. The Housing Department will have sole discretion whether to approve the request and conduct the work.

24.3 Tenants will not unilaterally change the locks to a Rental Home, and any Tenant who does so must provide the Housing Department with the new key to the Home and will be solely responsible for any damages or costs incurred as a result of the unauthorized change.

24.4 Any copies of keys must be made by the Housing Department. Tenants may request copies of keys from the Housing Department.

24.5 Tenants may be charged a fee to cover replacement costs for lost or misplaced keys.

25. INSPECTIONS

25.1 Tenants must be present for all regular inspections, except where stated otherwise in this Rental Housing Policy.

25.2 For each inspection, the Housing Department will complete an inspection report that confirms the condition of the Rental Home. A copy of the **Inspection Checklist** used to complete the inspection report is included with this Rental Housing Policy as **Appendix "C"**. Photos may be included with the inspection report. The Tenant will sign the report and may request a copy.

25.3 The Housing Department will keep the records of the inspections.

25.4 A move-in inspection will be completed jointly by the Tenant and the Housing Department on the day the Tenant is entitled to take possession of the Rental Home, or on another mutually agreed upon day.

25.5 The Housing Department will conduct yearly inspections of all Rental Homes to record the condition of the Home, assess building maintenance and repair needs so as to ensure repairs are completed in a timely manner, and identify any noncompliance with the Tenant's obligations under the Tenancy Agreement and this Rental Housing Policy. It will provide Tenants at least 1 week written notice of the date of the inspection and will make reasonable efforts to schedule the inspection for a time that the Tenant can attend.

25.6 A move-out inspection will be completed jointly by the Tenant and the Housing Department on the day the Tenant ceases to occupy the Rental Home, or on another mutually agreed day. If the Tenant fails or refuses to participate in the move-out inspection, and more than 3 days have elapsed since the Tenant

ceased to occupy the Rental Home, or the Tenant has been evicted, the Housing Department may conduct the move-out inspection without the Tenant.

- 25.7 The Housing Department may enter a Rental Home to conduct an inspection at any time upon giving at least 48 hours written notice to the Tenant if it has reasonable grounds to suspect a breach of the Tenancy Agreement or Rental Housing Policy.
- 25.8 In the case of a health emergency or natural disaster, the Housing Department or anyone acting on the instructions of the Housing Department may enter a Rental Home without notice to the Tenant in order to conduct an inspection to assess the need for, and carry out, any reasonable emergency response.

26. ABANDONED RENTAL HOMES

- 26.1 Tenants are allocated a Rental Home with the expectation that it will be their primary residence. Extended absences must have a valid reason and must generally not exceed one year.
- 26.2 A Tenant must inform the Housing Department of any planned absence from the Rental Home of 30 or more consecutive days and make arrangements with the Housing Department to ensure that Rent continues to be paid on time.
- 26.3 When a Tenant is away from a Rental Home on an extended absence and has notified the Housing Department of that absence, the Housing Department will monitor the Rental Home as much as it reasonably can to prevent vandalism and other hazards, and to ensure appropriate preventative maintenance is done.
- 26.4 A Rental Home is deemed to be abandoned when the Tenant
- (a) has been absent from the Home for more than 30 consecutive days and the Housing Department is not aware of a valid reason for that absence (e.g. medical treatment, studies, temporary work relocation, travel, family emergency); or
 - (b) notified the Housing Department of a valid reason for the absence but has not lived in the Home for over one year and did not secure permission from the Housing Department for such a long absence.
- 26.5 Where a Rental Home is deemed abandoned, the Evictions provisions set out in sections 32.7-32.10 apply.
- 26.6 The Housing Department may take any action reasonably required to secure and protect an abandoned Rental Home.

27. END OF TENANCY BY TENANT

- 27.1 A Tenant may end their tenancy by providing notice to the Housing Department before or on the 1st day of the month, to take effect on the last day of that month. The notice must be in writing and include the address of the Rental Home and the termination date.

27.2 If a Tenant fails to give the notice specified in section 27.1, the Tenant will be responsible for paying Rent for the month immediately following the month in which the notice was given.

27.3 The Tenant must vacate the Rental Home on or before the termination date and will be responsible for all costs associated with moving out (e.g., moving costs, additional month's Rent, cleaning).

28. VACATING A RENTAL HOME

28.1 Tenants must vacate Rental Homes on or before the date their Tenancy Agreement expires or on or before the date specified in the End of Tenancy Notice (see Breaches of Tenancy and Evictions, section 32).

28.2 Vacating a Rental Home means that the Tenant has removed their personal property, returned all keys to the Housing Department, and left the Rental Home in a re-rentable and un-damaged condition to facilitate immediate re-rental.

28.3 Re-rentable condition includes:

- (a) floors and carpets vacuumed and washed;
- (b) walls cleaned and washed;
- (c) all light fixtures and light bulbs functioning and in place;
- (d) refrigerator/freezer emptied of all food/contents, cleaned and defrosted;
- (e) range cleaned of all grease and debris inside and out, all fuses in working order;
- (f) all garbage and yard junk removed;
- (g) washer and dryer cleaned inside and out; and
- (h) all debris cleared from under, behind and around appliances; and
- (i) all other items listed in the Inspection Checklist (**Appendix "C"**).

28.4 If a Tenant and any others residing in the Rental Home do not vacate the Home by the required time, the Housing Department may

- (a) change the locks on the Home and remove and store the contents, the reasonable cost of which shall be a debt owed to and recoverable by LBN; and/or
- (b) obtain the assistance of a bailiff and/or the RCMP to remove the Tenant.

28.5 If a Tenant vacates a Rental Home and leaves any contents behind, the Housing Department will make the necessary arrangements to remove and discard the contents. The Housing Department has reasonable discretion to discard any items. Any reasonable costs arising to LBN from the disposal are a debt owed to and recoverable by LBN.

29. DEATH OF A TENANT

Regular Tenancy Agreements

- 29.1 Tenants do not own their Rental Homes and therefore cannot pass them on to anyone upon their death through their will or by any other means. The only exception to this rule is for Rent-to-Own Tenancy Agreements, as explained below in sections 29.4-29.9.
- 29.2 When a Tenant dies, any surviving Co-Tenant keeps their tenancy as long as they remain able to pay the Rent.
- 29.3 When a Tenant dies and there is no surviving Co-Tenant, contents will need to be removed and any Occupants will need to vacate the Rental Home within 30 days, subject to three exceptions:
- (a) Under the *Family Homes Act*, a surviving Spouse is allowed to remain in the Rental Home for up to 180 days after the death of the Tenant Spouse.
 - (b) Where the surviving Spouse is a non-Member Occupant who demonstrates that they have primary custody of a Member Child, that parent gets to stay in the Rental Home with the Member Child as long as they can afford the Rent. The right of a non-Member parent to remain in the Rental Home expires when the Member Child turns 19 or moves out, whichever happens first.
 - (c) Where the family of the deceased Tenant wish to keep the belongings of the Tenant stored in the home pending completion of proper ceremonies to honour the deceased and an agreement is entered into with the Housing Department to cover Rent during this period, the Rental Home remains available for this purpose for up to 180 days from the date of the Tenant's death. The new Tenancy Agreement will confirm whether there will be any Occupants in the home during this time. All the rules of this Policy continue to apply to this special tenancy.
- 29.4 In all of the situations described in 29.3, a new Tenancy Agreement will be signed to confirm who is responsible for paying Rent, the duration of the tenancy, and that this Policy and all of the usual rules apply to the tenancy.

Rent-to-Own Tenancy Agreements

- 29.5 In the case of Rent-to-Own Tenancy Agreements, Tenants have the right to designate a Member ("**Designated Member**") to become the new Tenant for the Tenancy Agreement in the event of their death. In the case of Rent-to-Own Tenancy Agreements with Co-Tenants, the Designated Member does not have the opportunity to become the new Tenant unless all the Co-Tenants have passed away.
- 29.6 If a Designated Member becomes the new Tenant, the length of the tenancy of the deceased Tenant will count toward their 10-year tenancy requirement, thus helping the Designated Member qualify for the opportunity to purchase the Rental Home.
- 29.7 The Tenant or Co-Tenants must identify the Designated Member in the Rent-to-Own Tenancy Agreement, and may change the designation at any time by entering into an amended Agreement with LBN.

- 29.8 The Housing Department will promptly contact the Designated Member in writing to find out whether he or she is eligible for and interested in a Rent-to-Own Tenancy Agreement for the Rental Home. To be eligible, the Designated Member:
- a) must meet all the eligibility criteria set out in section 6.1 of this Policy; and
 - b) must not already own a home (other than a seasonal home) on LBN Lands.
- 29.9 A Designated Member who is eligible to become the new Tenant for a Rent-to-Own Tenancy Agreement will have one month from the date of receipt of the notice under section 29.7 to enter into a Rent-to-Own Tenancy Agreement for the Rental Home.
- 29.10 Where a surviving Spouse remains the Rental Home pursuant to their right under the *Family Homes Act* (as explained above in section 29.3(a)), the tenancy of the Designated member under their Rent-to-Own Tenancy Agreement will begin once the surviving Spouse moves out.

30. MARITAL BREAKDOWN

- 30.1 Where the relationship of Spouses living in a Rental Home breaks down, the following rules apply for deciding who continues to occupy the Rental Home, subject to the *Family Homes Act* and any court order made under that Act.
- 30.2 Where the ex-Spouses are Co-Tenants, LBN will respect the Co-Tenants' agreement about who stays in the Rental Home and who moves out, as long as the Co-Tenant who plans to stay can afford the Rent.
- 30.3 Where the ex-Spouses living in the Rental Home have a Member Child and cannot agree on which Spouse will stay in the Rental Home, a parent who demonstrates that they have primary custody of the Member Child gets to stay in the Rental Home as long as they can afford the Rent. This priority to a primary caregiver of a Member Child applies equally to Member and non-Member Spouses. The right of a non-Member parent to remain in the Rental Home expires when the Member Child turns 19 or moves out, whichever happens first.
- 30.4 Where one ex-Spouse is a Tenant and the other is an Occupant, and there is no Member Child, the Occupant must move out.

31. RENTAL ARREARS

- 31.1 All Tenants must pay Rent on time in order for the Housing Department to effectively deliver housing programs and services and in order to ensure fairness as between Tenants. LBN does not allow non-payment of Rent for any reason, and delayed payment of Rent may only occur in the circumstances described in this section.
- 31.2 Rent is in Arrears if the full amount is not paid by 4:00 pm on 1st of each month.

- 31.3 Subject to the Extension provisions below, if Arrears are not paid by 4:00 pm on the 5th of that month, the Housing Department will promptly Deliver to the Tenant a **First Rental Arrears Notice**, which will instruct the Tenant to pay the Arrears or meet with the Housing Department in person or by phone to negotiate a Rental Arrears Repayment Agreement.
- 31.4 Subject to the Extension provisions below, if Arrears are not paid by 4:00 pm on the 10th of the month, the Housing Department will promptly Deliver to the Tenant a **Second Rental Arrears Notice**, which will remind the Tenant of the Arrears owing and notify the Tenant that LBN will be evicting the Tenant if they do not pay the full Arrears or negotiate and comply with a Rental Arrears Repayment Agreement by the end of the month.
- 31.5 Subject to the Extension provisions below, the Housing Department will promptly Deliver to the Tenant an **End of Tenancy Notice** unless, by 4:00 pm on the 1st of the next month:
- (a) the Tenant has fully paid the Arrears as well as the Rent for the current month; or
 - (b) the Tenant has entered into and is in full compliance with a Rental Arrears Repayment Agreement.
- 31.6 Where a Tenant faces an exceptional hardship, the provisions of this Rental Housing Policy for Rental Arrears and Evictions will be suspended and the timelines for paying Rent and Arrears are extended in accordance with the process described below. An Extension gives the Tenant more time to either pay the Arrears or enter into a Rental Arrears Repayment Agreement.
- 31.7 The exceptional hardship must be one that prevents the Tenant from both paying Arrears and negotiating a Rental Arrears Repayment Agreement within the month that Rent falls into Arrears. Examples of such situation include the following:
- (a) a serious medical or mental health emergency that lasts for more than one week;
 - (b) a family emergency – e.g., Tenant experiencing domestic violence, or needing to care for a family member – that requires the Tenant to suddenly leave the Rental Home for more than one week.
- 31.8 The Housing Department will decide whether to grant Extensions in accordance with the following process:
- (a) The Tenant, or if the Tenant is incapable of doing so, a representative of the Tenant (in every case, the “Extension Applicant”) may apply to the Housing Department for an Extension at any time once Arrears arise but before the deadline for eviction under a Notice of End of Tenancy has passed. Applications for Extensions that are made after a deadline for eviction has passed will not be considered.
 - (b) The Housing Department will receive the Extension application.
 - (c) The Housing Department will not deliver any Rental Arrears Notices or the End of Tenancy Notice once it learns that an Extension application is underway.

- (d) The Extension Applicant will provide all relevant and available information to explain the basis for the Application.
- (e) The Housing Department will have 5 days to provide the Extension Applicant with all relevant and available information regarding the Application, and will do so with the goal of supporting fair, informed and transparent decision-making.
- (f) The Extension Applicant will have 5 days to respond to the information provided by the Housing Department in writing or in person.
- (g) The Housing Department will gather additional information as required and available from any additional person or entity. LBN representatives, including the Council and its employees, will promptly comply with any such information requests. The Housing Department will share with the Extension Applicant any information that they receive from these other sources and that they consider relevant to the Extension decision. The Extension Applicant will have a reasonable opportunity to respond to any new information.
- (h) The Housing Department may seek advice from the Housing Committee on whether the Tenant is facing exceptional hardship within the meaning of section 31.7.
- (i) The Housing Department has discretion to set the procedural rules for the Extension application but will do so in a manner that is fair to both LBN and the Tenant while also supporting timely decision-making.

31.9 If the Housing Department grants an Extension:

- (a) It will issue an Extension of the length that it considers to be reasonably required, to a maximum of 6 months.
- (b) It will issue written reasons for its decision and will promptly provide those reasons to the Extension Applicant, the Tenant (if other), and the Housing Committee.

31.10 If the Housing Department *rejects* the Extension application:

- (a) Where the Housing Department received the Extension application before it issued an End of Tenancy Notice, the Tenant must pay the full Arrears or enter into and be in full compliance with a Rental Arrears Repayment Agreement before the last day of the month in which the Tenant originally went into Arrears, or, if that date has already passed, within 10 days from the date the Tenant is notified of the Housing Department's decision. The Housing Department will Deliver an End of Tenancy Notice to any Tenant who fails to comply with this requirement.
- (b) Where the Housing Department received the Extension application after it issued the End of Tenancy Notice, the Tenant must vacate the Rental Home by the date stated in the End of Tenancy

Notice or, if that date has already passed, within 10 days from the date the Tenant is notified of the Housing Department's decision.

31.11 The Housing Department's decision on Extensions is final and binding and cannot be appealed to Council, any court, or any other body.

31.12 If an Extension expires and the Tenant still has not:

(a) fully paid their Arrears or

(b) entered into and remained in full compliance with a Rental Arrears Repayment Agreement,

the Housing Department will promptly deliver an End of Tenancy Notice to the Tenant or, if that Notice had already been delivered before the Extension, the End of Tenancy Notice will immediately go back into force and the Tenant will be subject to immediate eviction.

32. BREACHES OF TENANCY/EVICTIONS

32.1 For serious breaches of the Tenancy Agreement and/or this Rental Housing Policy other than Rental Arrears (which are addressed above in section 31), the Housing Department will Deliver a **Notice of Breach**. The Notice provides the Tenant with the opportunity to resolve the issue and avoid eviction. There are a few situations where a Tenant will not receive the Notice of Breach and will instead be immediately subject to eviction. Those situations are listed in section 32.7.

32.2 The following *may* result in a Notice of Breach:

(a) refusal to resolve disputes with LBN;

(b) failure to maintain/repair the Rental Home as required;

(c) failure to meet the obligations in relation to damage to a Rental Home set out in section 21 or repeated negligent or intentional damage of the Rental Home;

(d) unsanitary conditions at or outside the Rental Home;

(e) excessive accumulation of garbage at or around the Rental Home;

(f) unreasonable and repeated disturbances to other nearby Tenants;

(g) breach of the guest policy (set out above at section 10.6);

(h) sublet of part or all of the Rental Home.

32.3 The Notice of Breach will explain the nature of the breach, invite the Tenant to discuss the matter with the Housing Department if they disagree that there is a breach of Tenancy, and specify that the Tenant has 5 days to correct the breach or meet with the Housing Department in person or by phone to discuss it.

- 32.4 The Housing Department will meet as promptly as possible with any Tenant who requests a meeting to discuss a Notice of Breach in person or by phone. The Tenant may include another individual of their choosing in the meeting to observe the meeting and participate respectfully in the discussion.
- 32.5 Within three days of a meeting with the Tenant, the Housing Department will Deliver to the Tenant in writing one of two decisions:
- (a) the Notice of Breach was unwarranted and is thus cancelled; or
 - (b) the Notice of Breach was warranted, what the Tenant must do to resolve the breach, and the Tenant's deadline for resolving the breach. The Housing Department may in their discretion and for good cause extend the time for resolving the breach past the 30 days set out in the Notice of Breach.
- 32.6 If the breach is not resolved within 30 days of the Delivery of the Notice of Breach (where no meeting takes place) or by the deadline specified in the written follow up under section 32.5 (where a meeting took place), or if a Tenant receives 3 or more Notices of Breach within a 90 day period, the Housing Department will Deliver to the Tenant an **End of Tenancy Notice**, which will explain the grounds for the eviction.
- 32.7 In addition to unresolved Rental Arrears (section 31) and unresolved breaches of tenancy (as described above in this section), Tenants *will* receive an End of Tenancy Notice and be evicted for:
- (a) causing or allowing illegal activities to take place at the Rental Home;
 - (b) being convicted of an indictable sex-related, drug-related or violent offence after this Rental Housing Policy comes into force;
 - (c) refusing to sign a renewed Tenancy Agreement; or
 - (d) abandoning the Rental Home (as explained in section 26).
- 32.8 If any of the above circumstances apply, the Housing Department will promptly Deliver an **End of Tenancy Notice** to the Tenant, which will include reasons for the eviction.
- 32.9 A Tenant to whom an End of Tenancy Notice is Delivered for any of the grounds in this Rental Housing Policy has until the end of the month in which the Notice is served to vacate the premises, and is responsible for paying Rent until the end of that month, unless, in the case of Rental Arrears, an Extension application is underway or is in place (see section 31.8).
- 32.10 The general responsibilities of Tenants upon vacating a Rental Home described in this Rental Housing Policy in section 28.

33. POLICY REVIEWS AND AMENDMENTS

- 33.1 This Rental Housing Policy will be reviewed annually on its anniversary as follows:

- (a) within 3 months of the Policy's anniversary, the Housing Committee will assess how the Policy has been working and deliver a report to the Housing Director that includes any proposed amendments and proposals to improve the Policy's implementation;
 - (b) the Housing Director, will report to Council on the Housing Committee's recommendations as soon as possible; and
 - (c) within 3 months of receiving the Housing Committee's report, the Council will review it and decide whether to amend the Policy or make any decisions aimed at improving the Policy's implementation.
- 33.2 Aside from the annual Rental Housing Policy review, the Housing Committee may at any time, at its own initiative or on request of the Council, consider and recommend amendments to the Rental Housing Policy.
- 33.3 The Housing Committee will prepare or secure the preparation of draft amendments for discussion with the membership and review by Council.
- 33.4 Where proposed Rental Housing Policy amendments are significant, the Housing Committee and/or Council will review the proposed amendments with the Members and consider their feedback before Council adopts them.
- 33.5 The Council will adopt any amendments by resolution at a duly convened Council meeting, and they will ensure that a new version of the Rental Housing Policy is issued that includes the amendments and that confirms the approval date for the updated Policy on the front page of the document.
- 33.6 The Housing Department will promptly notify Tenants of any significant changes to the Rental Housing Policy.