

Ta'an Kwäch'än Council

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HOUSING POLICY MANUAL

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May 2010

## POLICY SECTIONS

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**The Housing Policy Manual**  
**Sections 1.0 to 6.0 approved on the 20th day of May 2010**

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**Chief Brenda Sam**

## Section 1.0

# DEFINITIONS AND ABBREVIATIONS

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## TA'AN KWÄCH'ÄN COUNCIL HOUSING POLICY

### Section 1.0 DEFINITIONS AND ABBREVIATIONS

Effective Date: 20 May 2010

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#### 1.1 DEFINITIONS

In this policy,

“25 per cent of construction” means the frame, walls, doors and windows of a housing unit are completed;

“accidental damage” means damage caused by an accident that could not have been predicted or prevented by reasonable caution;

“amortization period” means the actual number of years it shall take to repay the mortgage in full;

“Appeal Tribunal” means the Judicial Council in accordance with the *Constitution of the Ta'an Kwäch'än Council*;

“applicant” means a person who is applying for housing assistance;

“approved lender” means the bank or financial institution that has approved a mortgage for a citizen, which may be insured, for example, through CMHC, Genworth or AIG;

“arms length purchaser” means a sale between two unrelated parties so that there is no question of a conflict of interest or potential benefit being offered to the purchaser;

“arrears” means late and, or, overdue payments on rent or a related housing charge that are the tenant's responsibility;

“Beacon Score” means the number assigned by the credit bureau to determine credit risk;

“Board” means the Board established pursuant to the *Constitution of the Ta'an Kwäch'än Council*;

“book value” the value at which an asset is carried on a balance sheet or, in other words, the cost of an asset minus accumulated depreciation;



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“citizen” means a person pursuant to the *Constitution of the Ta'an Kwäch'än Council*;

“collection action” means the resources used to collect monies owed to TKC, including a credit bureau, the Small Claims Court and the Supreme Court of the Yukon Territory;

“consult” or “consultation means to provide

- (a) to the party to be consulted, notice of a matter to be decided in sufficient form and detail to allow that party to prepare its views on the matter;
- (b) a reasonable period of time in which the party to be consulted may prepare views on the matter, and an opportunity to present such views to the party obliged to consult, and
- (c) full and fair consideration by the party obliged to consult of any views presented;

“content insurance” means the insurance to cover the replacement of any household contents, including appliances;

“default” means any breach of the terms of the Rental Agreement, first or second mortgage, promissory note or land lease;

“down payment” means the amount of money put forward by the purchaser of a housing unit, before entering a mortgage agreement, and represents the difference between the purchase price and the amount of the mortgage;

“equity” means the value of the ownership of the house, which is the appraised value less any outstanding debt (i.e., mortgage or unforgiven assistance);



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### Section 1.0 DEFINITIONS AND ABBREVIATIONS

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“eviction” means the action taken to remove the tenant and his or her belongings from a housing unit due to a breach of the Rental Agreement;

“extended absence” means the period of continuous time the occupant or tenant is away from his or her housing unit in excess of a continuous 60 day period;

“fiscal year” means the period from 01 April in one year to 31 March in the next year;

“forgiveness” and “forgivable period” means the period during which the assistance is earned, in accordance with the Housing Policy;

“forgiveness schedule” means the listing of monthly amounts forgiven;

“household” means all persons who occupy a housing unit;

“household income” means the total income (before tax) from all sources for all persons in the household who are 19 years of age and older;

“Housing Commission” means the Housing Commission appointed by the Board for the purpose of reviewing and recommending applications for housing assistance and supporting housing services in accordance with the Housing Policy;

“Housing Department” means the TKC Housing and Infrastructure Department;

“housing unit” means the house and property occupied by the tenant or home owner;

“immediate family” means immediate family pursuant to the *Government Administration and Interpretation Act* (Ta'an Kwäch'än Council);

“independent legal counsel” means the real estate lawyer retained by a citizen but not representing the lender, mortgagee or TKC;



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“interest adjustment date” means the date (usually one month before monthly mortgage payments begin) when interest on the mortgage amount starts to be calculated;

“Lands, Resources and Heritage Department” means the TKC Lands, Resources and Heritage Department;

“laws of general application” means the laws of general application as defined by common law;

“loan repayment schedule” means the listing of monthly principle and interest payments over the time required to repay a loan;

“manager” means the person who manages the Housing Department;

“mortgage insurance” means the insurance for the lender to ensure payment in the case of default (CMHC, Genworth or AIG) where the sale of the housing unit does not cover the outstanding balance of the mortgage;

“mortgage life insurance” means the insurance that covers any outstanding mortgage in the event of the death of the occupant;

“occupant” means the person whose primary residence is the housing unit;

option to purchase” means the period set out by the Housing Policy and if all eligibility criteria have been met, the occupant has the right to buy the housing unit;

“promissory note” means the legally binding contract between TKC and a citizen that contains the terms and conditions of a loan or forgivable loan, including how and when the loan is forgiven or repaid in case of default;

“property insurance” means the private insurance that provides protection of a building against loss as defined in the insurance policy;



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“Rental Agreement” means the contract through which TKC provides the tenant with housing for a certain amount of time, on payment of rent by the tenant, and subject to certain specific terms outlined in the Rental Agreement;

“right of first refusal” means the clause in a mortgage agreement that allows TKC first right to purchase a mortgaged housing unit from an occupant who decides to sell the unit or has defaulted on their mortgage;

“second mortgage agreement” means the mortgage registered against the title of the housing unit, in the second position, where in the case of sale or default, requests payment for any unforgiven assistance;

“security” means the written promissory note and second mortgage agreement between a citizen and TKC that confirms the amount of housing grant provided by TKC and the terms under which the grant is forgiven or repaid;

“tenant” means the tenant in a rental housing unit;

“vandal” means the person who intentionally damages property belonging to TKC

“tenant counseling” means the event where the tenant meets the Housing Department to discuss issues related to TKC housing programs and services and which may include any referrals to other programs and services recommended by the Housing Department;

“tenant damage” means damage to a housing unit caused by the actions of the tenant or his or her guest;

“title insurance” means the insurance purchased from a real estate lawyer that protects the title and, in some cases, the structure of a housing unit; and



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“willful damage” means the damage to a housing unit incurred either by accident or on purpose where reasonable caution could prevent any risk of damage.

#### **1.2 ABBREVIATIONS**

In this policy

“AIG” means the American International Group;

“CMHC” means the Canada Mortgage and Housing Corporation; and

“TKC” means the Ta'an Kwäch'än Council.

## Section 2.0

# POLICY AND PROGRAMS ADMINISTRATION



## TA'AN KWÄCH'ÄN COUNCIL HOUSING POLICY

### **Section 2.0 POLICY AND PROGRAMS ADMINISTRATION**

Effective Date: **20 May 2010**

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- 2.1 The Board shall be responsible for the activities of all housing programs and services, including but not limited to
- (a) approving policies and legislation with regard to housing;
  - (b) review and approve work plans and budgets for all activities regarding housing and infrastructure;
  - (c) appoint members to the Housing Commission; and
  - (d) review decisions and recommendations made by the Appeal Tribunal.
- 2.2 The Housing Department shall be responsible for the day-to-day operations of all housing programs and services, including but not limited to
- (a) identifying community housing goals;
  - (b) developing, implementing and enforcing policy;
  - (c) providing counseling with regard to housing related occupant or tenant responsibilities;
  - (d) sharing and facilitating information with the Board, Housing Commission and citizens;
  - (e) making recommendations to the Board and the Housing Commission with regard to new housing programs and services.
  - (f) conducting business as the landlord on behalf of TKC; and
  - (g) providing professional advice and construction management to TKC citizens.



## TA'AN KWÄCH'ÄN COUNCIL HOUSING POLICY

### Section 2.0 POLICY AND PROGRAMS ADMINISTRATION

Effective Date: **20 May 2010**

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2.3 The Housing Commission shall be appointed by the Board for the purpose of supporting and assisting the Housing Department in achieving housing goals, including

- (a) review and recommend changes to the Housing Policy;
- (b) review budgets and work plans for the housing programs and services;
- (c) review and approve or deny applications for housing programs;
- (d) review appeals received regarding housing programs for any new information; and
- (e) forward appeals to the Appeal Tribunal where no new information has been provided.

2.4 The Appeal Tribunal shall

- (a) review appeals of decisions made by the Housing Department or Housing Commission; and
- (b) conduct the reviews in accordance with *The Rules of Procedure for the Judicial Council*.

## Section 3.0

# POLICY AND PROGRAMS AMENDMENTS



## TA'AN KWÄCH'ÄN COUNCIL HOUSING POLICY

### **Section 3.0 POLICY AND PROGRAM AMENDMENTS**

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- 3.1 The Housing Department shall track potential Housing Policy and program amendments identified in the course of administering the policy or based on concerns by citizens. The Housing Department shall submit all recommended amendments to the Housing Commission for review.
- 3.2 Any proposed amendments shall be posted publicly in the TKC offices and the TKC Website for 30 days to allow for community input.
- 3.3 The Housing Commission or the Housing Department, following the process set out in section 3.2, shall present all amendments to the Board for approval.
- 3.4 The Board may submit the proposed amendments for a legal review.
- 3.5 The Board may consult with the Housing Department, Housing Commission and, or, citizens by way of a community meeting to discuss the nature of any proposed amendments.
- 3.6 The Board shall make a decision to either accept, reject or vary the proposed amendments.
- 3.7 The approved amendments shall be dated and the Housing Policy sections and programs shall be amended accordingly.
- 3.8 The approved amendments shall be posted publicly in the TKC offices and the TKC website for 30 days after their approval.

## Section 4.0

# POLICY AND PROGRAMS EVALUATION



## TA'AN KWÄCH'ÄN COUNCIL HOUSING POLICY

### **Section 4.0 POLICY AND PROGRAMS EVALUATION**

Effective Date: **20 May 2010**

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- 4.1 The Housing Department, in consultation with the Housing Commission, shall carry out a review and evaluation of the Housing Policy and programs at least once every five years, or as determined by the Board. Citizens shall be consulted during this process.
  - 4.2 The report of the evaluation shall be presented to the Housing Commission for comment and review and then presented to the Board with the Housing Commissions' comments and, or, recommendations. A report summarizing the results of the review shall be provided to the Board and made available to citizens.
  - 4.3 The Board shall consider the recommendations contained in the evaluation report, together with those of the Housing Commission, and shall decide whether or not adjustments to the Housing Policy and programs are required.

## Section 5.0

# ROLES AND RESPONSIBILITIES



## TA'AN KWÄCH'ÄN COUNCIL HOUSING POLICY

### **Section 5.0 ROLES AND RESPONSIBILITIES**

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5.1 The general responsibilities of citizen, tenant and occupant are to

- (a) make efforts to contribute their views on existing and future housing programs and services by participating in community meetings and communicating with the Housing Department;
- (b) support the implementation and enforcement of the Housing Policy as approved by the Board;
- (c) abide by the Housing Policy and any agreements retained with TKC; and
- (d) work in cooperation with other programs and services recommended by the Housing Department.

Section 6.0

RENTAL HOUSING PROGRAM

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## TA'AN KWÄCH'ÄN COUNCIL HOUSING POLICY

### **Section 6.0 RENTAL HOUSING PROGRAM**

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#### **PURPOSE**

The purpose of section 6, Rental Housing Program, of the Housing Policy is to provide adequate and affordable rental housing on settlement lands. TKC shall provide rental accommodation to suit the needs of citizens in general. Individual citizens shall have no input into the building location, style or design.

Section 6 is based on the principle that housing is a shared responsibility between TKC and its citizens. All tenants are expected to contribute towards the cost of housing. Funds collected as rental payments shall be used to administer the program, protect the community's investment in TKC-owned housing and to maximize housing resources.

#### **OBJECTIVES**

The objectives of section 6 are to

- (a) responding to the demand for rental housing by prioritizing and allocating in a fair and equitable manner;
- (b) protecting and enhancing TKC's investment in housing; and
- (c) sharing the responsibility for housing between TKC and its citizens.

#### **POLICY**

##### **6.1 HOUSING UNIT SITE, DESIGN AND CONSTRUCTION STANDARDS**

- 6.1.1 Rental housing units shall be provided in the form of single or multifamily homes, and in accordance with TKC housing goals.
- 6.1.2 New rental housing units shall be situated on designated residential lots in accordance with relevant TKC legislation and policy.
- 6.1.3 Rental housing units shall be located to take maximum advantage of existing infrastructure such as sewer, water, streets, roads and electricity as well as convenient access to amenities.



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6.1.4 Rental housing units shall not be constructed on site specific lands.

### **6.2 APPLYING FOR RENTAL HOUSING**

#### 6.2.1 Application Process

- (a) An Application for Rental Housing (Appendix 6–A) shall be submitted to the Housing Department on an on-going basis for consideration for the next available rental housing unit.
- (b) The Housing Department shall confirm in writing the receipt of applications within ten working days. The Housing Department shall prepare a file a Rental Housing Checklist (Appendix 6–B).
- (c) The Housing Department shall ensure that applications are complete and shall assist applicants in obtaining any missing information (i.e., references).
- (d) The Housing Department shall review and verify information provided in applications and forward all complete applications to the Housing Commission.
- (e) The Housing Commission shall review and approve or deny complete applications.
- (f) The Housing Department shall keep a written record of all considerations and the reasons for selecting or rejecting any applicants.
- (g) All housing applications shall be kept on the active file until the end of the next fiscal year (31 March). Applicants shall be responsible to update their



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applications yearly.

- (h) Emergency situations shall be reviewed by the Housing Commission on a case by case basis.
- (i) Applicants may be referred to other resources for review and recommendation where the Housing Department or Housing Commission do not have expertise in other areas.
- (j) The Housing Department shall notify applicants in writing when their applications become inactive.

#### **6.2.2 Eligibility Criteria**

- (a) At least one applicant shall be a citizen.
- (b) Applicants shall be 19 years of age or older.
- (c) Applicants shall complete the Application for Rental Housing.
- (d) Applicants shall confirm that they are not in arrears on any payments or user charges payable to TKC. Arrears shall be addressed by the Housing Department on a case by case basis and may affect the allocation of a rental unit.

### **6.3 ALLOCATING RENTAL HOUSING**

#### **6.3.1 Allocation Process**

- (a) All applicants shall be notified in writing within five working days of the result of the selection process after the Housing Commission's review of their respective applications.



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- (b) Eligible applicants not receiving a rental housing unit shall continue to be eligible if their applications are updated by 31 March.
  - (c) The Housing Department shall arrange a meeting with approved applicants to review roles and responsibilities, the Rental Agreement and other relevant matters.
  - (c) In the event that there are no current approved applications, the Housing Department shall issue a public notice of availability.
  - (d) The Housing Department shall conduct an inspection of the rental housing unit using the Condition of Premises Inspection Report (Appendix 6–C). The Housing Department may perform some tenant training wherever necessary.
  - (e) The tenant is required to pay a security deposit of \$500 before occupying the rental housing unit. In special circumstances or in the event that the security deposit causes hardship to the family, the tenant may enter a repayment agreement for up to half (\$250) of the deposit. The repayment agreement shall be paid in full before the end of the second month of tenancy. TKC shall pay simple interest (not compounded) on any deposits held longer than 6 months to the tenant annually on 31 March or 15 days after the date the tenant moves out of the unit, whichever comes first. The interest shall be calculated at 2 per cent lower than the bank prime rate as of 1 January and 1 July of each year.



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#### 6.3.2 Selection Criteria

- (a) Selection criteria shall be applied to applicants on the basis of merit and pursuant to TKC housing goals, priorities and the Point Rating Guide (Appendix 6–D).
- (b) In the event that more than one applicant has the highest points, the housing rental unit suitability shall be determined. Where the unit is suitable for both applicants, and all considerations are equal, the applicant shall be selected by order of receipt of application.
- (c) Emergencies shall be reviewed on a case by case basis.
- (d) A tenant who has caused extensive damage to a rental housing unit shall not be considered for housing for a period of ten years.
- (e) Applications may be referred to other resources (health or social) for review and to make recommendations regarding housing.

For greater certainty, the selection criteria referred to in sections 6.3.2 (a) and (b) shall be reviewed one year after the date of approval of section 6 of this policy.

#### **6.4 ORIENTATION**

- 6.4.1 Citizens being selected for the Rental Housing Program shall be provided a complete orientation, by a representative of the Housing Department during regular business hours, as follows:



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- (a) Before occupancy of the rental housing unit
    - (i) review the program, including explaining the payment process and responsibilities;
    - (ii) explain the Rental Agreement and the *Landlord and Tenant Act* (Yukon);
    - (iii) explain the TKC maintenance and, or, repair responsibilities; and
    - (iv) explain the tenant maintenance and, or, repair responsibilities.
  - (b) At occupancy of the rental housing unit
    - (i) review and demonstrate the operation of appliances and mechanical systems; and
    - (ii) review and demonstrate the tenant maintenance responsibilities.

6.4.2 The Housing Department may, from time to time, provide workshops to assist the tenant with home maintenance or personal budgeting.

6.4.3 A written report of each orientation or information session shall be recorded on the tenant file.

6.4.4 The Housing Department may refer applicants or the tenant to other resources where additional expertise is required.

### 6.5 RENTAL AGREEMENT

6.5.1 The Rental Agreement (Appendix 6–E) shall be entered on a month to month basis.



## TA'AN KWÄCH'ÄN COUNCIL HOUSING POLICY

### Section 6.0 RENTAL HOUSING PROGRAM

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- 6.5.2 The Rental Agreement was developed to
- (a) confirm the rights, responsibilities and privileges of the tenant and TKC;
  - (b) reflect the current *Landlord and Tenant Act* (Yukon) and any laws and bylaws enacted by TKC; and
  - (c) comply with section 6 of the Housing Policy.
- 6.5.2 The Housing Department shall review the Rental Agreement with the tenant. A record of this meeting shall be recorded on the tenant file.
- 6.5.3 Two copies of the Rental Agreement shall be signed by the TKC and the tenant before occupancy of the rental housing unit. One copy of the agreement shall be kept in the tenant file and the second copy shall be provided to the tenant. A photocopy shall be issued to and kept on file by the Finance Department.
- 6.5.4 The Rental Agreement shall be renewed on an as needed basis to reflect any policy and, or, Rental Agreement change. TKC shall provide notice of any change in writing three months before the change takes effect.
- 6.5.5 Subject to the *Landlord and Tenant Act* (Yukon), each Rental Agreement shall stipulate the landlord and the tenant's responsibility.
- 6.5.6 The Rental Agreement shall be administered in accordance with the terms outlined in the Rental Agreement, the TKC Housing Policy and the *Landlord and Tenant Act* (Yukon).



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6.5.7 In the event of an inconsistency or conflict between the Rental Agreement and the TKC Housing Policy, the TKC Housing Policy shall prevail.

6.5.8 In the event of an inconsistency or conflict between the TKC Housing Policy or Rental Agreement and the *Landlord Tenant Act* (Yukon), the *Landlord Tenant Act* (Yukon) shall prevail as a law of general application and where TKC has no legislation enacted.

### 6.6 RENTAL PAYMENTS

6.6.1 All tenants occupying rental housing units shall pay rent.

6.6.2 Persons eligible for social assistance and who receive a shelter allowance shall pay the allowance received from the service provider to TKC.

6.6.3 Rent levels shall be stipulated in the table set out in Appendix 6–E. The rent levels shall be reviewed on a regular basis.

6.6.4 The Housing Department shall give the tenant a minimum of three months notice of any increase in the rent amount. Rental agreements shall be renewed to reflect the rent change. Notices shall be issued before the first day of the three month period. Rent shall not be increased more than once per year.

6.6.5 All charges for utilities, including electricity, heat, renter's insurance, telephone or any other services shall be the responsibility of the tenant. Failure to pay any utility or service accounts that jeopardize the rental housing unit (i.e., electricity or heat) shall constitute a breach of the Rental Agreement. The Housing Department shall take immediate action as required to resolve the breach.



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6.6.6 The Housing Department shall, on an annual basis, provide all tenants with a written statement of account confirming rent charged and payments received.

### **6.7 DEFAULTS ON RENTAL PAYMENTS**

6.7.1 In accordance with the Rental Agreement, TKC shall take steps to address any non-payment of rent generally as follows:

- (a) Rent payments are due on the first working day of the month. A first notice shall be send to the tenant on the fifth working day that the payment was missed. The tenant shall have the opportunity at this time to pay the outstanding rent in full or make an appointment with the Housing Department to discuss the payment. Payroll rent deductions and social assistance payments that are deducted or paid shall be confirmed in writing.
- (b) If the tenant fails to pay the rent in full, the following actions for non-payment of rent shall be taken immediately:
  - (i) Rental arrears may be reported to the credit bureau.
  - (ii) The Housing Department may forward arrears claims for collection, including court action.
  - (iii) Non-payment of rent shall be considered a substantial breach of the Rental Agreement and shall result in 14 days notice to terminate the Rental Agreement. The written notice shall include the effective date of the termination.
  - (iv) Where necessary, TKC shall take legal action to remove the tenant.



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(v) Arrears for rent or damages and eviction may affect future applications of any TKC housing programs and services, until debts are paid in full.

(vi) All costs incurred to remove the tenant, collect arrears or any rental housing unit damage shall be charged to the tenant.

### **6.8 INSURANCE**

6.8.1 TKC is responsible for obtaining and paying for structural house insurance on all TKC owned rental housing units.

6.8.2 The tenant shall be responsible for obtaining and paying for renter's insurance to cover personal belongings. TKC shall not be responsible for the personal belongings of the tenant.

### **6.9 MAINTENANCE AND REPAIRS**

6.9.1 All repairs needed or damages shall be reported to the Housing Department on the next working day. In the event that the repair cannot wait until the next working day, repairs shall be reported immediately to the Housing Department's emergency on call phone number.

6.9.2 Maintenance and repairs shall be completed in a timely manner.

6.9.3 TKC Responsibilities

(a) Maintain the premises in a good state of repair, and carry out preventative repairs and maintenance and comply with health and safety standards.



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- (b) Perform major repairs or repairs arising from normal wear and tear or natural disasters.
  - (c) Where the tenant cannot make repairs, the Housing Department shall repair wilful or accidental damage caused by the tenant, house sitter or guest. Costs shall be billed back to the tenant.
  - (d) Ensure that the tenant has the option to be present during maintenance or repairs.
  - (e) Perform repairs and maintenance to major appliances arising from normal wear and tear.
  - (f) Perform repairs and replacements of any damage to the rental housing unit caused by vandals, which has been reported to the RCMP.

#### 6.9.4 Tenant Responsibilities

- (a) Not to interfere with the rights of the landlord or other tenants in the premises, the common areas, or the property of which they form a part
- (b) Perform general maintenance, repairs and replacements as stipulated by the Rental Agreement and repair of any damage to the rental housing unit caused by the tenant, house sitter or guest. The Housing Department shall determine the best way to complete repairs.
- (c) Immediately report to the Housing Department any break or defect in any part of the rental housing unit or its equipment in general, especially water, heating or electrical systems.



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- (d) Immediately report to the Housing Department any accident that affects the rental housing unit.
  - (e) Immediately report damages caused by the tenant, house sitter or guest to the Housing Department.
  - (f) Maintain the rental housing unit in a good state of repair.
  - (g) To vacate the premises on the termination of the Rental Agreement

#### 6.10 ALTERATIONS AND IMPROVEMENTS

- 6.10.1 Structural changes, additions or improvements to rental housing units by the tenant are not permitted.
- 6.10.2 Any cosmetic changes shall be made only if approved in writing by the Housing Department (i.e., paint, wall coverings, fixtures, satellite dish or any other changes).

#### 6.11 ACCESS

- 6.11.1 Rental agreements authorize TKC to enter the rental housing unit at all reasonable times to inspect the unit. TKC shall ensure that requests for entry comply with the *Landlord and Tenant Act* (Yukon).
- 6.11.2 In cases of an emergency, the Housing Department entering a rental housing unit shall be accompanied, if possible, by a witness (i.e., a member of the family, the Housing Commission or the TKC administration, police, fire department or paramedic). The tenant shall be notified, in writing and within five working days, of an emergency entry and the reason for entry.



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#### 6.12 INSPECTIONS

##### 6.12.1 Move-In and Move-Out Inspections:

- (a) A move-in inspection shall be completed jointly by the Housing Department and the tenant before he or she moves into the rental housing unit.
- (b) The Housing Department shall complete the Condition of Premises Inspection Report that confirms the condition of the rental housing unit. The inspection form shall be reviewed and signed by the Housing Department and the tenant.
- (c) A move-out inspection shall be completed immediately after the tenant moves out of the rental housing unit by the Housing Department and the tenant if available. The inspection form completed during the move-in inspection shall be reviewed to confirm the condition of the unit at move-out. The inspection form shall be signed by the Housing Department and the tenant if available.
- (d) Any repairs required to the rental housing unit resulting from damage either by the tenant or guest, shall be confirmed in writing and the cost billed back to the tenant. Allowances shall be made for regular wear and tear as a result of normal use of the unit.

##### 6.12.2 Regular Inspections

- (a) All rental housing units shall be inspected once annually, at a minimum. The inspection shall be carried out to record the condition of the unit internally and externally. The Housing Unit Inspection form shall identify the need for any repairs or preventative maintenance, and any misuse or negligence on the part of the tenant.



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- (b) A copy of the inspection form shall be issued to the tenant by the Housing Department in a timely manner.
  - (c) Repairs and maintenance identified in the inspection form shall commence within a two week period, if necessary.
  - (d) In the event that the inspection form identifies repairs necessary due to the tenant negligence, the cost for repairs may be billed back to the tenant.

#### 6.12.4 Vacant or Unattended Rental Housing Unit Inspection

- (a) Any rental housing unit left vacant between tenants for an extended period of time shall be inspected at least twice monthly to ensure that vandalism or mechanical malfunction does not take place. Any necessary repairs and, or, replacements shall be completed before occupancy.
- (b) In the event that the tenant is absent from the rental housing unit for an extended period, the tenant may make arrangements with the Housing Department to conduct semi-monthly inspections during his or her absence to ensure that the unit is secure and operational.

#### 6.12.5 All inspection forms shall be completed using the Condition of Premises Inspection Report checklist and shall include

- (a) the general condition of the rental housing unit both interior or exterior;
- (b) the date of the inspection; and



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(c) the signatures of the inspector and the tenant.

#### **6.13 DAMAGE CAUSED BY THE TENANT**

6.13.1 The Housing Department, resulting from an inspection or access to the rental housing unit, may identify necessary repairs due to damage caused by the tenant.

6.13.2 Negligence or misuse by the tenant or his or her guest, which cause damage to the rental housing unit, shall result in the following action by the Housing Department:

- (a) a meeting with the tenant to identify the breach and determine any necessary repairs;
- (b) refer the tenant to workshops or maintenance training;
- (c) written warning of a breach of the Rental Agreement; and, or
- (d) termination of the Rental Agreement.

6.13.3 The tenant shall pay repair costs for damages to the rental housing unit caused by the actions of the tenant, house sitter or guest. The following procedures shall apply:

- (a) At the discretion of and upon agreement with the Housing Department, the tenant may present a work plan and repair the damage, at his or her cost, within an agreed upon time frame. The Housing Department shall arrange for an inspection to ensure that the repair work meets acceptable standards.
- (b) The tenant or the Housing Department shall file a report to the local police department for instances where



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criminal activity is suspected or known. A list of damages, including costs, shall be provided to the police.

- (c) Where the tenant is unable to complete the repairs, the Housing Department shall obtain an estimate of costs required to repair the damages and shall meet the tenant to arrange for payment of the repair costs (either payment in full or a repayment agreement),

6.13.4 Refusal by the tenant to make repairs or agree to repay the cost of repairs carried out by the Housing Department shall be considered a breach of the terms of the Rental Agreement and consequences for the breach shall be implemented.

6.13.5 All instances of damages shall be recorded on the tenant file and remain on record and shall affect future housing services for a period of ten years. (Also refer to section 6.20.10)

#### **6.14 UNATTENDED AND, OR, ABANDONED RENTAL HOUSING UNIT**

6.14.1 It shall be the responsibility of the tenant to find a person who shall check on the rental housing unit and to notify the Housing Department during any absences longer than 24 hours between the periods 01 October and 31 March.

6.14.2 The tenant of a rental housing unit shall inform the Housing Department of any absence from the unit of more than two weeks.

6.14.3 Where a rental housing unit is unattended or abandoned for more than 30 days without notice to the Housing Department, TKC may take any action necessary to secure the unit and protect the asset.

6.14.4 Failure by the tenant to inform the Housing Department of a planned absence shall result in the tenant being charged for



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any cost required to secure the rental housing unit or to repair damages that occur during his or her absence.

- 6.14.5 A tenant who vacates the rental housing unit on a temporary basis shall continue to be responsible for rental payments to the Housing Department. For the purposes of this provision, a period of up to one year shall be considered a temporary absence.
- 6.14.6 A tenant who leaves the rental housing unit for a period longer than one month or for an indefinite period of time, due to employment, education or medical treatment, shall meet with the Housing Department, either in person or by telephone, to discuss the absence. The options for extended absences are as follows:
- (a) The tenant may arrange to make payments for all rent and utilities and have someone check on the rental housing unit during his or her absence. The tenant shall notify the Housing Department of all arrangements. The Housing Department shall monitor the unit on a monthly basis to ensure that utilities are still hooked up and that no vandalism has taken place.
  - (b) The tenant may have someone house-sit in the rental housing unit during his or her absence. In this case the following applies:
    - (i) A house-sitting agreement shall be completed with the Housing Department, the tenant and the house-sitter.
    - (ii) The tenant shall retain responsibility for the rental housing unit and shall pay for all rent and damages accumulated during his or her absence.



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- (iii) In the event that the house-sitter has violated the Rental Agreement, the Housing Department shall make all efforts to contact the tenant and notify him or her of any infractions by the house-sitter.
  - (iv) If the infractions are not corrected, the Housing Department shall terminate the Rental Agreement and the tenant shall be required to make arrangements to have his or her belongings removed at his or her expense.
- (a) The rental housing unit may be surrendered to the Housing Department. If the unit is left in good condition, the tenant may be released from the Rental Agreement and shall be eligible to reapply for housing assistance when he or she returns.
  - (b) In the event of a medical absence where the tenant is unable to make arrangements for the rental housing unit, the Housing Department shall secure the unit and make all efforts to contact the immediate family to protect the asset.
- 6.14.7 Any rental housing unit left unattended for a period that exceeds one month without written notice to the Housing Department and proper arrangements have not been made for its care shall be considered abandoned and reclaimed by the Housing Department. Any belongings left in or around the unit shall be removed and disposed of, in accordance with the *Landlord and Tenant Act (Yukon)*. Any costs shall be charged back to the tenant.
- 6.14.8 Any costs incurred as a result of an abandoned rental housing unit shall be billed to the tenant and a record of these costs shall remain on the tenant file. TKC is not responsible for any abandoned personal belongings.



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#### **6.15 SUBLETTING OR LEASING**

6.15.1 A tenant shall not authorize anyone to sublet or lease the rental housing unit in whole or in part. The tenant shall not rent out rooms or any other spaces. Any additional tenant shall be reported to the Housing Department and a new Rental Agreement shall be signed for reasons of safety and liability.

#### **6.16 HOUSE SITTING**

6.16.1 In the event that the tenant is absent from his or her rental housing unit for an extended period (more than one month) for reasons of education, employment or medical, the tenant may have a house sitter care for the unit during his or her absence under the following conditions:

- (a) A house-sitting agreement shall be completed with the Housing Department, the tenant and the house-sitter for up to one year.
- (b) The tenant shall retains responsibility for the rental housing unit and shall pay for all rent and damages accumulated during his or her absence.

6.16.2 In the event that the house-sitter has violated the Rental Agreement, the Housing Department shall make all efforts to contact the tenant and notify him or her of any infractions by the house-sitter.

6.16.4 If the infractions are not corrected, the Housing Department shall terminate the Rental Agreement and the tenant shall be required to make arrangements to have his or her belongings removed at his or her expense.



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#### **6.17 MARITAL BREAKDOWN**

6.17.1 Any change in occupancy shall be reported to the Housing Department within a three month period.

6.17.2 Marital breakdown

- (a) Where the rental housing unit is administered under the terms of the Rental Agreement, the laws of general application shall apply.
- (b) If one spouse is a non-citizen, the individuals shall recognize that the rental housing program is designed to serve TKC citizens and that the rental housing unit is not matrimonial property and is not divisible in the event of marital breakdown.
- (c) Where there are Ta'an Kwäch'än children, the parent who keeps the children, regardless if he or she is a citizen, shall be permitted to enter a new Rental Agreement until all children have reached the age of 19. At that time, an adult child shall have the first option to enter a Rental Agreement.
- (d) Where there are no citizens left residing in the rental housing unit, three months notice to terminate the Rental Agreement shall be issued.
- (e) Where there is one person left in a rental housing unit suited for a family, the tenant remaining shall meet with the Housing Department to discuss more suitable housing options. If there are no available housing units for smaller families, the tenant may be permitted to remain in the unit until a smaller unit becomes available.



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- (f) If there are no citizens waiting for a rental housing unit, TKC may allow the non-citizen to continue as a tenant with an agreement in place that he or she may be required to vacate the unit with three months notice, if a citizen applies for the unit.

#### **6.18 DEATH OF THE TENANT**

- 6.18.1 All decisions regarding rental housing units, in cases of the death of the tenant, shall be made in accordance with the traditional values and beliefs of TKC while protecting the unit and the family.
- 6.18.2 As tenants do not own their rental housing unit, they cannot will the unit or their right of occupancy to any other family member. Upon the death of the tenant, the Housing Department shall meet with immediate family members and determine who is in the best position to assume the unit and all rental obligations.
- 6.18.3 If there is a non-citizen surviving spouse, the following shall apply:
  - (a) If there are surviving citizen children who are under 19 years of age, the non-citizen spouse shall complete a Rental Agreement in his or her own name.
  - (b) Where there are no citizens remaining in the rental housing unit, and there are citizens waiting for units, the Housing Department shall issue a six month notice to vacate.



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(c) If there are no citizens waiting for rental housing units, TKC may allow the non-citizen to continue as a tenant with an agreement in place that he or she may be required to vacate the unit with three months notice if a citizen applies for the unit.

(d) Special circumstances (i.e., elders and the disabled) shall be reviewed on a case by case basis.

6.18.4 In situations where there are only minors or full-time dependants remaining in the household, the Housing Department shall work with other TKC departments to determine the best long-term solution to provide adequate and suitable housing.

#### **6.19 TRANSFER BETWEEN UNITS**

6.19.1 Tenants may apply for a transfer to another rental housing unit subject to

- (a) availability of an adequate rental housing unit;
- (b) change of family size and or circumstance; and
- (c) health and safety.

6.19.2 A request to transfer shall be submitted in writing at least one month before the requested transfer date to the Housing Department.

6.19.3. The Housing Department may request the tenant to apply for a transfer where a tenant is over-housed (more than one unoccupied bedroom) and there is a need for the rental housing unit.



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- 6.19.4 An inspection shall be completed before the transfer request is presented to the Housing Commission.
  - 6.19.5 The current rental housing unit shall be in a good state of repair and shall be cleaned and ready for occupancy. Normal wear and tear shall be permitted.
  - 6.19.6 All payments for rent and service and user charges shall be paid up to date.
  - 6.19.7 The Housing Commission shall determine if there is a suitable rental housing unit available and if the transfer meets all housing goals and objectives.
  - 6.19.8 All criteria in section 6 for new allocations shall be followed for transfers as well as new applications.

### **6.20 TERMINATING THE RENTAL AGREEMENT**

- 6.20.1 Either TKC or the tenant may terminate the Rental Agreement in writing with one month's notice. The notice shall include
  - (a) the address (location) of the rental housing unit;
  - (b) the date the tenancy ends; and
  - (c) the signature of the person giving the notice.
- 6.20.2 The notice to terminate shall be delivered before the first day of the last month of tenancy (i.e.; delivered by 31 March to move on 30 April).
- 6.20.3 TKC shall only terminate a Rental Agreement where the agreement has been breached or where the rental housing unit is not habitable.



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- 6.20.4 Notice to terminate shall be delivered in person or by certified mail. If mailed, the notice is considered delivered on the fifth day after it was mailed.
  - 6.20.5 The tenant shall provide the Housing Department with a forwarding address to send the deposit and a copy of the completed move out inspection form, which shall be issued in a timely manner. Where there is no forwarding address, information shall be sent to the last known mailing address.
  - 6.20.6 The Housing Department shall conduct a move out inspection on the working day following the end of tenancy. When possible, the move out inspection shall be done with the tenant. In the event that the tenant is not available, the Housing Department and a witness shall take dated pictures of any necessary repairs to the rental housing unit. A copy of the completed inspection form shall be sent to the tenant to the forwarding address provided or the last known mailing address.
  - 6.20.7 When possible, the Housing Department shall conduct an exit interview with the tenant. The exit interview may be used for future housing program development or enhancement.
  - 6.20.8 If the tenant has not vacated the premises on the date set out in the notice, TKC may apply to the courts for a declaratory order of possession and may authorize the Sheriff to remove the tenant and his or her belongings. All costs to enforce the possession order shall be charged back to the tenant.
  - 6.20.9 In the event that the tenant has terminated the rental agreement and wishes to revoke the termination, the tenant shall provide notice in writing no less than 15 days before the vacate date.



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- 6.20.10 A tenant who leaves in good standing (no monies owing, rental housing unit in good condition) may be eligible for future housing programs.
  - 6.20.11 Rental housing units shall not be reallocated until the date of availability is determined, following the completion of the move out inspection form.