



Xaxli'p Housing Policy & Procedures



Xaxli'p Housing Committee
Terms of Reference
Approved by Chief & Council
November 9, 2002

The Xaxli'p Housing Committee will work in partnership and cooperation with Chief and Council and the community members to provide safe, healthy and affordable housing for Xaxli'p members; and to implement the housing program through a fair, equitable and efficient application of housing policies.

Definitions

The following definitions will be used throughout this Housing Policy:

Adult

An “adult” for the purposes of this Policy is an individual 19 years or older.

Canada Mortgage and Housing Corporation (CMHC)

Means the lending institute guaranteeing the mortgage and subsidy amount for each phase of houses.

Certificate of Possession

Is a parcel of land that has been surveyed with corner pins placed, and the plan and field notes have been received and recorded by the Surveyor General.

Committee

Means the Community Xaxli’p Housing Committee, unless otherwise indicated.

Council

Means the Xaxli’p Council, unless otherwise indicated.

Dependent

A dependent is an individual who is...

- 18 years old and under and normally resident in the family home, or
- An elder who normally resides with a younger generation family (but not in a self-contained suite), or
- Normally resident with and functionally dependent on another individual or family for financial support or personal care.

Elder

An elder is an individual 60 years of age or more.

Family

a “family” is two or more people who regularly live together in a dependent or semi-dependent relationship.

Indian and Northern Affairs Canada (INAC)

Means the Department of Indian Affairs and Northern Development as it pertains to the Indian Act.

Market Rental Housing

Market Rental Housing is rental housing managed by Xaxli’p.

Ministerial Guarantee

The Ministerial Guarantee is a document provided to INAC with a BCR to assist Xaxli’p and Xaxli’p members in securing loans from financial institutions for the purpose of building and or renovating permanent homes. Chief and Council sign a Guarantee with INAC guaranteeing the loan, if the agreed repayment of the loan is not made, the outstanding balance is paid out to the Approved Lender through the Ministerial

Guarantee by INAC on behalf of the applicant. INAC will then require repayment from the Band. The band then gains ownership and is responsible for the mortgage.

Rental Agreement (or Tenancy Agreement)

A Rental Agreement (or Tenancy Agreement) is an agreement in writing or otherwise between a landlord and tenant regarding possession of one or more rental housing units.

Rental Housing Unit

A “rental housing unit” is any self-contained housing accommodation available for occupancy for cash or other compensation.

Social Housing

“Social Housing” (also called Xaxli’p rental housing) is rental housing owned by Xaxli’p which is subject to an Operating Agreement between Xaxli’p and Canada Mortgage and Housing Corporation.

Small pet

A “small pet” is a dog, cat or other house pet that weighs less than 20 kilos (approx. 44 lb.).

Tenant

A tenant is a person who occupies rented or leased land or a residence under a landlord.

Unencumbered Band Land

Band Land that is free and clear of any claim.

Xaxli’p Band

The Xaxli’p Band and it’s general membership.

Xaxli’p Community Land

Xaxli’p community land (formally “band land”) is land under Xaxli’p control that has no form of individual ownership.

Xaxli’p Land

Xaxli’p Land is all or a portion of the Xaxli’p reserve land or any other land under Xaxli’p control.

Xaxli’p Member

A Xaxli’p member is an individual who is registered on the Xaxli’p membership list maintained by Xaxli’p.

Xaxli’p Rental Housing

Rental Housing is rental housing managed by Xaxli’p that is available only to Xaxli’p members.



Xaxli'p Housing Policy & Procedures



- Policy No.** 1.0
- Subject:** ELIGIBILITY
- Policy:** Only Xaxli'p Members are eligible to rent/purchase houses on Xaxli'p Reserve Land.
- Rationale:** Funding restrictions and legal requirements prevents non-band members from owning homes on Band land.
- Procedure:** Complete the housing applications provided by the Housing Manager or designate (see appendix 1 Housing application).
- Policy No.** 1.1
- Subject:** APPLICATION PROCESS
- Policy:** Only Xaxli'p members over the age of 19 years of age may apply for Canada Mortgage and Housing Corporation (CMHC) funded housing.
- Rationale:** CMHC funding is limited to band members over the age of 19. The legal age in British Columbia, for most purposes, is 19 years of age.
- Procedure:** Complete the housing application provided by the Xaxli'p Housing Department.
- Policy No.** 1.2
- Subject:** APPLICATION-INDIVIDUAL
- Policy:** The Xaxli'p member completes an application for housing.
- Rationale:** Ensure that all interested parties are protected, including the individual and Xaxli'p.
- Procedure:** To obtain an individual housing application package from the Housing Manager.
- Policy No.** 1.3
- Subject:** APPLICATIONS
- Policy:** Xaxli'p will consider only applications on file from eligible Xaxli'p Band members.
- Rationale:** The Xaxli'p Administration will provide enough time to analyze the housing need.

Procedure: Band members will submit an application every three years,

1. Drop off completed application at the Xaxli'p Administration office.
2. Ensure the applications is dated and registered with the Xaxli'p Administration office.
3. The Housing Manager will mail a reply letter acknowledging receipt of the application.
4. It is the applicant's responsibility to notify, in writing to the Housing Manager any change in address, family composition, income level and any other relevant information.

Policy No. 1.4

Subject: FINANCIAL OPTIONS

Policy: To provide information to interested Xaxli'p members on the various financial options for construction or renovation of houses.

Rationale: Members make informed decisions on available sources of financing.

Procedures: The Housing Manager to provide a package of available options. Subsidy, CMHC, Individual Loan, RRAP (CMHC), and Personal Money.

Policy No. 1.5

Subject: INDIVIDUAL LOANS/FINANCIAL INSTITUTIONS/BANKS

Policy: Members interested in Individual Ministerial Guarantee Housing Loans apply in writing to Xaxli'p Administration Housing Department and demonstrates financial capability, responsibility and makes a commitment to pay. Members transfer the lot and access to the Band on which the unit will be built. House loans are ensured by Xaxli'p Chief and Council they sign all mortgage documents and make a commitment to make payments. (Ministerial Guarantee). The Band automatically takes ownership if the Loan goes into default.

Rationale: Xaxli'p Administration applies to INAC for the New Housing Subsidy of \$27,048.00 on behalf of the member. Xaxli'p Administration also ensures that members have all land transferred to Xaxli'p Band and that the road, water and hydro are in place which is INAC's policy guideline for the Subsidy.

Procedure: The applicant negotiates directly with a lender to obtain project funding. The member will work with the Housing Manager to ensure that all documentation (Ministerial Guarantee) is complete and in order. The project will be charged an Administration fee. (10% of Subsidy)

Policy No. 2.0

Subject: OWNERSHIP – NON-BAND MEMBERS

Policy: Non-members, married or common-law to band members, who have personally contributed to house payments are not entitled to compensation from the band should a relationship break up and the non-band member is forced to move from a property within the Band reserve.

Rationale: Xaxli'p cannot and will not assume any financial responsibility for relationship breakdowns influencing housing.

Policy No. 2.1

Subject: OWNERSHIP

Policy: Once a member has completely paid off the band house loan they are entitled to purchase the home from the Band for one dollar (\$1.00).

Rationale: Xaxli'p remains legally obliged to make mortgage payments until the home is completely paid for.

Procedure:

1. Housing Manager will provide a mortgage balance to all Rental/Purchase tenants once a year.
2. Housing Manager will notify home occupants, in writing, when a mortgage is completed as directed by Chief and Council.
3. The band member will arrange with the Band Housing Manager to purchase the home.

Policy No. 2.2

Subject: OWNERSHIP-Occupancy

Policy: Xaxli'p may grant continual occupancy of a Xaxli'p home to a non-member spouse if the band member spouse passes away. This must be stated in the deceased members Will.

Procedure: Each case shall be determined on an individual basis and the final decision shall rest with Chief and Council. Minor Xaxli'p member children will be taken into consideration for the continual occupancy of the non-member.

Policy No. 3.0

Subject: APPLICATION DEADLINES

Policy: All new applications must be submitted to the Housing Manager before January 1 of each year.

Rationale: To make housing allocations prior to April 1 of each year.

Procedure:

1. Deliver completed application to the Xaxli'p Administration office.
2. If an application is mailed, it must be registered.

3. Ensure the application is dated and registered with the Administration Office.
4. Initial all pages of Housing Policy and Agreement indicating that you have read and understood them.
5. The Housing Manager will mail a reply letter acknowledging receipt of the application.
6. It is the applicant's responsibility to notify, in writing to the Housing Manager if any change in address, family composition, income level and any other relevant information.
7. Failure to notify the Housing Manager of changes in address or other relevant information may result in the applicant not being notified of new housing allocations.

Policy No. 4.0

Subject: CRITERIA FOR CANDIDATES

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

1. Emergency Housing Need (Condemned, fire, Health & Safety)
2. Family size
3. Current living conditions.
4. Availability and legal status of land.
5. Date of application.
6. Number of times applied. (One per year)
7. The ability to pay rent/mortgage/utilities.
8. No outstanding debts owed to the band.
9. The applicant must be willing to enter into a Tenancy/Housing Agreement.
10. Three references:
 - a) Previous Landlord
 - b) Employer
 - c) Personal
11. Successful completion of Band House Ownership Training

Rationale: To make a fair selection from all candidates.

Procedure:

1. All applications are received by Housing Manager.
 2. The Housing Manager will review all housing applications and evaluate who qualifies for that years housing allocations, and to prepare for Xaxli'p Housing Committee Selection Process.
- Debts include:
- i. Willful damages to Band housing (including damage done by guests).
 - ii. Outstanding Hydro and Phone bills
 - iii. Rental arrears.
 - iv. Any other money owed to the Band for whatever reason.

Policy No. 4.1**Subject: PRIORITY LIST FOR HOUSING APPLICATIONS****Policy:** Family demographics determine priority according to the following list:

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

Rationale: Xaxli'p attempts to meet the greatest needs for housing.**Policy No. 4.2****Subject: CRITERIA FOR SELECTION OF APPLICANTS****Policy:** When the number of applicants is greater than the number of housing allocations available, the Housing Committee will select the applicants who receive a house. The following additional criteria will be as follows:

1. Emergency Housing need. (Condemned, fire, Health & Safety)
2. Elders & special needs.
3. Families
4. All other applicants.
5. Number of years on the housing list.

Policy No. 5.0**Subject: SELECTION OF CANDIDATES****Policy:** The Housing Manager informs applicants by:

1. Granting the application; or
2. Refusing the application.

Rationale: To expedite the decision making process.**Procedure:** Within five (5) days of reviewing the applications, the Housing Manager shall notify applicants in writing.**Policy No. 6.0****Subject: APPEAL****Policy:** Any applicant, whose housing application is refused, may appeal the decision in writing, within five (5) working days of receiving refusal.**Rationale:** An appeal should be completed expediently to complete the building process within the time frames specified in the building contract.

- Procedure:** Step by Step process for appeal
1. Applicants will appeal directly to the Housing Manager.
 2. The Housing Manager and Band Administrator shall respond to the appeal within five (5) working days of receiving the appeal letter.
 3. The Housing Manager shall upon request, assist applicants with the appeal process.
 4. If the applicant is still not satisfied with first appeal they may appeal to the Chief and Council. The Chief and Council shall respond to the applicant, within ten working days of receipt of the appeal. Chief and Council's decision is final
 5. If applicants are not satisfied with a condition or decision laid out in the Housing Policy, they may contact Chief and Council to request reconsideration. The request must be in writing and must describe the reasons for the appeal. If the applicant loses an appeal because the applicant is in breach of this policy, the applicant must resolve it before re-applying.

Policy No. 7.0

Subject: **SELECTED APPLICANTS**

- Policy:** Selected applicants must meet with the Housing Manager prior to Construction to review the following:
1. Review policy and procedures and discuss housing process.
 2. Selection of approval house plans and design. (Max. house size 1100sq. ft. for main floor)
 3. Changes can be made to interior design as long as the changes are in accordance with the program policy, within budget, and the National Building Codes.
 4. No changes will be permitted once plans have been submitted to CMHC.
 5. The band is not responsible for any extra's the applicant wants on the house, including extra square footage. All extra's will be dealt directly between the contractor and the applicant, the applicant must supply the Housing Manager with copies of all extra's for the housing files.

Rationale: To ensure applicant is involved in the design and finish of the house.

Procedure: Successful applicant will schedule a meeting with the Housing Manager.

No changes will be accepted after materials have been ordered.
Applicants will sign a form confirming satisfaction with House Plans and Designs (see Appendix 2).

Policy No. 7.1

Subject: **SUCCESSFUL APPLICANTS WHO DECLINE A HOUSE**

Policy: Successful applicants may decline the house and lot within 7 days after receiving approval of their housing application. A written decision to decline a house is final and binding.

Rationale: Flexibility for applicants to change their minds.

Procedure: Applicants declining a home will give written notice to the Xaxli'p Housing Manager. The next person on the housing priority list can be offered the house and lot.

Policy No. 7.2

Subject: **SUCCESSFUL APPLICANTS WHO DECLINE A HOUSE AFTER START OF CONSTRUCTION OR COMPLETION OF CONSTRUCTION**

Policy: Selected applicants who decline a house or do not occupy a house after the construction is complete will be responsible for the rental payments until the house is reallocated.

Rationale: Increased costs and inconveniences to Xaxli'p and the next tenant. The next person accepting the house does not have the option of selecting the style of their home.

Procedure: Applicants declining their home will notify the Xaxli'p Housing Manager in writing.

(Note the next person(s) on the housing priority list can be offered the house and lot in that category. A written decision to decline a house is final and binding.)

Policy No. 8.0

Subject: **BUILDING SITES**

Policy: Serviced lots have priority over underdeveloped lots. (Roads, Water, & Hydro)

Rationale: Band is not responsible for servicing costs. (Roads, Water, & Hydro)

Procedure: All lots must be serviced to meet National Health and Welfare Regulations and INAC policy for Subsidies.

Policy No. 8.1

Subject: **BUILDING LOTS**

Policy: All building lots must be located on unencumbered land.

Rationale: Restrictions and Requirements to specify the land must be unencumbered.

Procedure: To provide the Housing Manager a land status report.

Policy No. 8.2

Subject: UNSERVICED LAND

Policy: The individual is responsible for all costs to residential property.

Rationale: Xaxli'p Band is not responsible for servicing costs on individual homes.

Procedure: To provide the Housing Manager Development plans.

Policy No. 9.0

Subject: OWNERSHIP-CMHC/INDIVIDUAL

Policy: All guidelines, regulations of CMHC, INAC and Xaxli'p Administration needs have been met.

Rationale: Xaxli'p Band through a Ministerial Guarantee insures all House loans. Xaxli'p Chief and Council authorize all mortgage documents and Ministerial Guarantees. Xaxli'p Band is committed to comply with the guidelines and administrative regulations of CMHC and INAC upon signing these documents.

Procedure: All houses and lots are Xaxli'p Band property and remain so until the entire loan and any arrears have been paid in full. The paper work of Lands, Wills and Estates has been completed. The band receives the \$1.00 purchase fee.

Policy No. 10.0

Subject: SURVEYS-INDIVIDUAL

Policy: The costs for legal surveys for a probate land are the responsibility of individual band members.

Rational: Xaxli'p Band is not responsible for the cost of surveying individually band land.

Procedure: The individual band member must provide a written request for surveys to Chief and Council. These requests are forwarded to INAC in the form of a Band Council Resolution by Chief and Council.

Policy No. 10.1

Subject: EASEMENTS/RIGHT OF WAYS

Policy: All building lots are subject to easements or right of ways.

Rationale: To permit access for maintenance and repairs, and provide free & clear access on the planned structure and easements, policy of CMHC for Social Housing until the mortgage and any arrears are paid in full.

Procedure: To provided Band access.
(Easements: water lines, septic- easy access to, fencing, roads, hydro, telephone).

Policy No. 11.0

Subject: NEW HOUSING SUBSIDIES

Policy: Only registered Xaxli'p members are eligible to apply for individual housing subsidy from INAC.

Rationale: INAC and CMHC policy, funding restriction, and legal requirements specify that only Registered Xaxli'p Band Members can receive subsidies for housing units located within Xaxli'p reserves lands.

Procedure: The Housing Manager must ensure that a person receiving a subsidy is a Xaxli'p Band Member.

Policy No. 11.1

Subject: SUBSIDIES

Policy: Owners who decide to sell their home or their equity in a home must repay to the band the amount of subsidy applied towards building the home. The subsidy remains with the band.

Rationale: Housing subsidies are there to provide assistance for low cost housing for members and not for members to profit from.

Procedure: All rent to own agreements will contain a clause indicating the amount of subsidy provided to the band member if they decide to sell their homes or their equity in a home.

Policy No. 12.0

Subject: COMPENSATION TO NON-MEMBERS OCCUPANCY & CONTRIBUTION TO PAYMENTS

Policy: Non-members, who have personally contributed to house payments, maintenance, or renovations are not entitled to compensation or repayment from Xaxli'p.

Rationale: There are no funds available and Xaxli'p Administration cannot and will not assume any financial responsibility for this purpose.

Policy No. 13.0

Subject: PRIOR TO OCCUPANCY

Policy: Prior to moving in the house, the Housing Manager will meet all new tenants to:

1. Sign the Tenancy or Housing Agreement.
2. Review rental payment plan.

3. A final inspection will be conducted with the tenant, Housing Manager and Qualified Inspector before the tenant occupies the residence.
4. All new tenants and future owners are required to complete a new homeowner training that includes:
 - i. Review of Xaxli'p Housing Policies and procedures.
 - ii. Review of all the agreements to be signed by the tenant.
 - iii. Review basic home maintenance and repairs manual.

Rationale: To ensure the tenant and Xaxli'p are aware of their respective responsibilities.

Policy No. 13.1

Subject: CONTINUAL OCCUPANCY

Policy: To meet with tenants on an annual basis. Review Policy and Procedures and complete and update required documentation.

Rational: To ensure the tenant is aware of their rights and regulations. The Housing Tenant files are current.

Procedure: Ensure the Housing Manager has received the documentation by March 1, each year

Policy No. 13.2

Subject: NON-MEMBER OCCUPANCY-CMHC HOUSING

Policy: Non-members do not have rights to property or homes located on Xaxli'p Reserve.

Rationale: Xaxli'p Band lands and properties are held for the exclusive use and benefit of Xaxli'p Band members only.

Procedure: Brought forth by the Chief and Council, case by case
 Note: Xaxli'p Chief and Council may grant occupancy of a home for non-members under one or more of the following conditions;

- i. That the home is occupied by a non-member with Xaxli'p Band dependants i.e. children, elders, special needs.
- ii. The home is reserved for Xaxli'p Band minors and dependants in the event of a death of the primary tenant.
- iii. The tenant will have to meet the budget requirements of the CMHC Social Housing Program.

Policy No. 13.3

Subject: VACANCY OF HOME AND NOTICE TO MOVE

Policy: No rental housing unit shall be vacant for more than 1 (one) month.

Rationale: To be in compliance with the insurance and Housing Programs, terms and conditions. To allow the Housing Manager 1 (one) month time to inspect the home and to secure other tenants.

Procedure: Tenant will notify in writing to the Housing Manager 1 month prior to vacating the premises. As per Appendix 1 Rental Agreement.

- i. The tenant must give 30 days written notice to the Housing Manager before vacating the home.
- ii. The tenant is responsible for clean up and necessary repairs of the home to ensure it is ready for a new tenant, in accordance with the Rental Agreement.
- iii. If the tenant gives less than 30 days notice, he/she is responsible for paying the next month rent.

Policy No. 13.4

Subject: SUB-LETTING

Policy: Tenants must have prior written approval from Xaxli'p Housing Manager for sub-letting a Xaxli'p rental unit. All rental payments go to the Band.

Rationale: Xaxli'p must keep the mortgage in good standing.

Procedure: Xaxli'p Housing Manager will only give permission to tenants to sub-let a rental unit if they are moving away for education or work outside the area for up to a maximum of 4 (four) years. Xaxli'p Housing Manager will place another family in the premises until the tenant returns. The tenant must give 3 (three) months written notice to Xaxli'p Housing Department when they will be returning.

Policy No. 14.0

Subject: Over-Crowding

Policy: No tenant shall allow anyone to move in, if it causes an over-crowded condition. Failure to comply will result in a written warning.

Procedure: Tenants must inform the Housing Manager if they have long term guests (over one (1) month stay). If the number of guests causes an over-crowding condition the tenant will be given a written notice asking them to have their guests vacate the premises.

Rationale: Houses were built to suit the family size of those first occupying the premises. By moving in more people (this includes family members) causes damage to septic fields, and general wear and tear to the home.

Policy No. 15.0

Subject: HOUSE INSPECTIONS

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

Procedure:

1. The Housing Manager must give the Tenant 24 hour notice before they intend to enter the premises and provide good reason.
2. The Housing Manager or designate may come to the door and enter with the Tenants permission.
3. The Tenant agrees to the Housing Manager or designates entering for good reason. The Tenant consent is valid for one (1) month. After one (1) month, the Housing Manager must again request permission.
4. The Housing Manager or designate can enter the premises if the Tenant has abandoned the home.
5. The Housing Manager or designate can enter the premises without notice in case of an emergency such as fire or flood.

Policy No. 16.0

Subject: HOUSE LOCKS

Policy: Neither a Tenant nor the Housing Manager or designate can change the house locks without a mutual agreement.

Procedure:

1. In an emergency, such as a break in, the Housing Manager or designate may change the house locks. The Band must render the new keys to the Tenant.
2. The Housing Manager or designate may not change the house locks because the Tenant has not paid rent.
3. The Tenant may change the house locks for personal reasons, but only with the written consent of the Housing Manager and must provide a copy of the new key to the Xaxli'p Housing Department

Policy No. 17.0

Subject: HOME BASED BUSINESS

Policy: Home based businesses are prohibited, under the Insurance Policy. Building or structures used in whole or in part for business purpose unless declared in the policy will void the insurance of the unit.

Policy No. 18.0

Subject: PERSONAL CONTENT INSURANCE

Policy: The Tenant is responsible for the personal content insurance.

Rationale: The Xaxli'p Band is not responsible for insurance coverage for personal contents.

Procedure: Tenants are to seek their own independent insurer.

Policy No. 18.1

Subject: **CMHC & INDIVIDUAL INSURANCE/BUILDING INSURANCE
(PROTECTING BAND INTEREST)**

Policy: All houses with Xaxli'p Band interest will be insured.

Rationale: To protect the Xaxli'p Band Interest.

Procedure: The Xaxli'p Housing Department will administer the insurance portfolio.

Policy No. 18.2

Subject: **PRIVATELY OWNED HOMES**

Policy: The tenant is responsible for all insurance coverage.

Rationale: Xaxli'p is not responsible for building and/or personal content.

Procedure: To seek your own independent insurance.

Policy No. 18.3

Subject: **INSURANCE CLAIMS**

Policy: The Xaxli'p Housing Department will manage all insurance claims.

Rationale: In order to protect the interest of Xaxli'p Administration.

Procedure: Xaxli'p Housing Department will administer the insurance through the insurance adjuster.

Policy No. 18.4

Subject: **BAND RESPONSIBILITY**

Policy: All Tenants must properly maintain the house, and the external property during the entire rental agreement with Xaxli'p.

Rationale: To ensure the structure of the house and surrounding property is well maintained and the house is kept in a hygienic and safe condition.

1. The Xaxli'p Band will insure the premises against fire.
2. The Housing Manager or designate will make regular annual inspections of the premises and will give the Tenant adequate notice of inspections.
3. Xaxli'p Housing Department is responsible for the maintenance and or replacement of; (depending on Budget)
 - a) Major building components including:

- i. Roofs, flashing, eaves troughs
 - ii. Exterior wall finishes including exterior painting and washing
 - iii. Exterior doors and windows
 - b) Major building services including:
 - i. Heating systems
 - ii. Domestic hot water tanks, septic tanks, tile beds
 - c) Basic facilities including:
 - i. Kitchen facilities such as stoves and refrigerators, sink and faucet installations, countertops and cabinets and hood fans.
 - ii. Bathroom facilities such as toilets, sinks and fixtures, vanities, tubs and fixtures
 - d) Other major facilities, equipment and features including:
 - i. Interior floor coverings.
 - ii. Laundry equipment where such equipment was included at the commencement of the project.
3. Property inspections are done at least once a year. There are two types of inspections, annual inspections and move-in/move-out inspections (which will be performed when tenants move in and move out). CMHC also completes a general inspection every 3 years.

a) **Annual Inspections**

Xaxli'p Housing Department will seek items that need to be repaired the tenant can point out any problems they are having. The inspections from the Housing Manager or designate will include the following:

- i. Locate any existing fire hazards
- ii. Check the condition in which the tenant is keeping the unit to ensure the property is being maintained according to the tenant's responsibilities that are defined in the Rental Agreement.
- iii. Determine whether there are repairs required and whether they are the responsibility of Xaxli'p Housing Department or the tenant.

b) **Moving In/Move out Inspections**

When a new tenant moves in an inspection will be done by the Housing Manager or designate and the tenant, itemizing the condition of the house. When a house is vacated, an inspection will be completed before the damage deposit is refunded. Any repairs and maintenance, such as painting and cleaning carpets, will be completed before a new tenant moves in.

- i. The band will have obtained a damage deposit from the tenant when they moved in. The amount of the damage deposit is usually one half month of the rent for the unit.
- ii. If the “move out” inspection shows any mis-use or negligence on the part of the tenant, the Band will determine whether or not the cost of repairs will be recovered from the tenant and/or holdback the damage deposit.
- iii. If a tenant moves out of a unit without informing the Housing Manager, two representatives of the Xaxli’p Administration (Staff and/or Council) will inspect and take pictures of the unit immediately to record the condition of the unit. Both representatives will sign a copy of the Inspection Report.

c) CMHC Inspections

CMHC schedules a thorough inspection of one unit in each existing CMHC Social Housing Phase every 3 (three) years to ensure the house is being maintained by Xaxli’p Housing Department and the tenant. CMHC then provides the Xaxli’p Housing Department with the results of the inspection. This inspection is not designed to take the place of Xaxli’p’s Housing Department’s regular house inspection and/or preventative maintenance inspection but is in accordance with CMHC administrative guidelines and practices.

Policy No. 19.0

Subject: PETS

Policy: Tenants are responsible for damage to the property done by their pets.

Procedure: The tenant will be given written instruction by the Housing Manager to repair damage to the house and property by pets. Failure to comply within 30 days will result in a written warning. If the Tenant does not attend to the home and yard as requested after an inspection, the Housing Manager or designate has the right to have it cleaned up and/or repaired and invoice the tenant for doing so.

Policy No. 20.0

Subject MAINTENANCE-RENT TO OWN-TRANSFER OF RESPONSIBILITY

Policy: After a person has taken title of a premise they are responsible for ongoing maintenance and insurance of their premises.

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

Procedure: The Xaxli'p Housing Manager will confirm, in writing, the status of the home and clarify the responsibilities to be assumed by the new owner.

Policy No. 21.0

Subject: HOUSE AND YARD MAINTENANCE; RENT & RENT TO OWN

Policy: The Tenant must maintain the home and yard in a clean and tidy state.

Procedure:

1. All household garbage must be properly disposed of, not stored in the yard or on the balcony of the home.
2. The Tenant's yard is not to be used to store vehicles (whether in running condition or not).
3. Lawns and or weeds must be mowed on a regular basis.
4. All hazardous material must be stored properly.

* If the Tenant does not attend to the home and yard as requested after an inspection by the Housing Manager or designate, the Housing Manager or designate has the right to have it cleaned and charge the Tenant for doing so.

Policy No. 21.1

Subject: HOUSE MAINTENANCE – PRIVATE

Policy: The maintenance and repairs of privately/individually owned housing is solely the responsibility of the homeowner.

Rationale: The Xaxli'p Band is not funded for privately owned homes.

Policy No. 21.2

Subject: TENANT REPAIRS & MAINTENANCE

Policy: All tenants must properly maintain the rental unit and the external property around the rental unit during the entire tenancy rental agreement with Xaxli'p Band. (See rental agreement)

Rationale: To ensure that the Tenant fully understands their responsibility un-cleanliness adds to the wear and tear of the house.

Procedure: To ensure the structure of the house and surrounding property is well maintained and the rental unit is kept in a hygienic and safe condition. Tenants must contact the Housing Manager to arrange to have the item fixed or replaced, make the request in writing so there is a record of when the problem was reported. All maintenance is dependant on the budget. No maintenance will be done if the tenant is in arrears, except for health and safety repairs.

Policy No. 22.0

Subject: RENOVATIONS

Policy: No renovations to the residence may be made without prior written consent of the Xaxli'p Housing Department.

Procedure:

1. The Tenant must meet with the Housing Manager.
2. All renovations must meet the National Building Code requirements.
3. The Tenant must have funds for renovations before project approved by the Housing Manager.

Policy No. 22.1

Subject: RENOVATION-INAC

Policy: Only registered Xaxli'p Band members are eligible to apply for renovation money for on reserve housing.

Rationale: INAC and CMHC policy, funding restrictions and legal requirements specify that only registered Xaxli'p Band Members can receive subsidies for renovation monies for houses located within Xaxli'p Reserve.

Procedure: All requests must be in writing to the Housing Department. All requests will be evaluated on priority of health and safety need.

Policy No. 22.2

Subject: CMHC-RRAP (Residential Rehabilitation Assistance Program)

Policy: Only Xaxli'p Members are eligible to apply for CMHC RRAP renovations for on reserve housing.

Rationale: CMHC policy, funding restrictions and legal requirements specify that only registered Xaxli'p members can receive CMHC RRAP renovations located on reserve.

Procedure: Contact the Housing Manager in writing, the Housing Manager will ensure that a person applying/receiving RRAP is a Xaxli'p Band Member. The maximum amount that can be applied for a homeowner is \$16,000.00. Once receiving the maximum dollars the band member cannot apply for another 8 years. The maximum that the band can apply for is \$48,000.00 per year. The financial assistance is in the form of a loan and can be forgivable loan based on the applicant's household income.

Policy No. 22.3

Subject: CMHC-DISABILITY RRAP

- Policy:** Only Xaxli'p Members are eligible to apply for CMHC Disability RRAP renovations for on reserve housing.
- Rationale:** CMHC policy, funding restrictions and legal requirements specify that only registered Xaxli'p members can receive CMHC Disability RRAP renovations located on reserve.
- Procedure:** Contact the Housing Manager in writing, the Housing Manager will ensure that a person applying/receiving Disability RRAP is a Xaxli'p Band Member. The maximum amount that can be applied for a homeowner is \$18,000.00. Once receiving the maximum dollars the band member cannot apply for another 8 years. The maximum that the band can apply of is \$48,000.00 per year. The financial assistance is in the form of a loan and can be forgivable loan based on the applicant's household income.

Policy No. 22.4

Subject: EMERGENCY REPAIRS

Policy: For all emergency repairs immediately call the Housing Manager. On weekends call the appropriate repair service from the list provided by the Housing Manager. Xaxli'p Administration will pay for repairs only if it is their responsibility. Renters will be invoiced if they cause the problem.

- Procedure:**
1. The Tenant must first telephone the Xaxli'p Housing Manager explaining the problem. Serious problems include:
 - i. No heat in the winter months
 - ii. Serious flooding
 - iii. Sewage back-up
 - iv. Appliances not working
 - v. Leaking roof
 - vi. Frozen pipes.
 - vii. Fire
 - viii. Vandalism

Policy No. 23.0

Subject: CMHC REPLACEMENT RESERVE

Policy: The Xaxli'p Housing Department will follow the CMHC Rules and Regulation Guidelines. (See the Housing Manager if you require a copy)

Rationale: To ensure that Xaxli'p commitment to the terms of the CMHC Operating Agreement are being met.

Procedure: CMHC Social Housing tenants contact the Xaxli'p Housing Manager.

Policy No. 24.0

Subject: STORAGE OF COMBUSTIBLES, EXPLOSIVES OR FIREARMS

(Dangerous goods)

Policy: All dangerous goods must be stored in the proper manner. Failure to do so will be cause for written warning.

Rational: To ensure the safety of community members and property.

Procedure: The Tenant must ensure proper storage is used for dangerous goods. (e.g.: flammables)

Policy No. 25.0

Subject: OLD VEHICLES AND APPLIANCES

Policy: Tenants are not to store inoperable vehicles or appliances on their rental property for more than two (2) months.

Rationale: Old vehicles and appliances stored in the yard create numerous health hazards such as: creating homes for rodents, danger to children and obstacles for the fire department. The insurance can also be void.

Procedure: Tenants will receive a written warning asking them to remove such items from the property by a certain date. If the tenant fails to do so the Housing Manager or designate will have it removed and the tenant will be invoiced.

Policy No. 26.0

Subject: RENTAL ARREARS

Policy: If a tenant fails to pay two or more months or portions of the rent the Housing Manager will resolve to take one or more of the following steps:

1. Request the tenant, in writing, to meet with the Housing Manager to establish a Rental Arrears Repayment Plan.
2. If the tenant is a Band Employee or Contractor, the Band may garnish 25% of the tenant's income, which will be applied towards their rental arrears.
3. If the Tenant is a member of Chief and Council, the Band may garnishee all of their honorariums.
4. Xaxli'p may evict the tenant.

Rationale: Rent arrears affect the financial viability of the housing program limiting the Band's ability to meet its financial and contractual obligations. Long term arrears restrict the Band's ability to maintain existing housing stock and construct new housing stock.

Procedure:

- 1) The Housing Manager will notify the tenant, in writing, of the steps and consequences to be taken by the Xaxli'p Housing Department.

- 2) Prior to initiating legal proceedings against the tenant, Xaxli'p Housing Department will notify the tenant with a demand letter outlining:
 - The amount owed
 - The procedures to make payments
 - The consequences of failing to make payments.
- 3) If a Tenant is evicted from a Xaxli'p owned rental unit, the Xaxli'p Chief and Council will decide what interest, if any, the tenant has in the lot the house is located on.
- 4) If the Tenant is evicted from a Xaxli'p owned rental unit, the tenant will have 4 (four) years to repay all debt owing to regain occupancy of the unit.
- 5) The Housing Manager or designate will not renovate/repair any homes of tenants in rental arrears unless the renovation is required for safety, health or handicap reasons (subject to funds).

Policy No. 26.1

Subject: **EVICTIONS-ABANDONMENT OF PREMISES**

Policy: If a tenant abandons and moves out of the premises without giving prior 30 days written notice as required to the Xaxli'p Housing Department the Xaxli'p Housing Department will consider the premises as abandoned by the tenant and will immediately seize the premises.

Rationale: Abandonment of housing units affects the financial viability of the housing program limiting the Band's ability to meet its financial and contractual obligations.

Procedure:

- 1) The Housing Manager will notify the tenant in writing of the steps and consequences to be taken by the Band
- 2) An immediate move out Inspection Report will take place as defined in Policy No 18.4 Section b – subsection iii.
- 3) A true copy of the move out Inspection Report and photos will be forwarded to the tenant.
- 4) If the move out Inspection Report shows any mis-use or negligence on the part of the tenant, he/she will be responsible for the cost of repair.
- 5) If the move out Inspection Report shows any repairs and maintenance such as painting and cleaning the tenant will be responsible for the cost.
- 6) A true copy of all invoices will be forwarded to the tenant as monies owed to the Xaxli'p Housing Department. The tenant will not be considered for any future housing units with Xaxli'p until the tenant fully repays all monies owed to the Band.
- 7) If the Tenant is in arrears with the Band the tenant will not be considered for any future units. Any outstanding arrears remain due and payable to Xaxli'p Housing Department and must be repaid within 4 (four) years to regain occupancy of the unit.
- 8) The abandoned premises will immediately be in control of the Xaxli'p Housing Department and all agreements with the tenant as defined in the Rental/Purchase agreement will be considered null and void.

Policy No. 26.2**Subject: EVICTION-Disturbing the Peace**

Policy: No tenant has the right to disturb his or her neighbors. Failure to comply will result in a written warning.

Rationale: People have the right to peace and quiet.

Procedure: Tenants will be given two (2) written warnings, from the Housing Manager for disturbing the peace, the third offence will result in eviction.

Xaxli'p members can call STP if there is a disturbance by tenants in and around a residence.

Policy NO. 26.3**Subject: EVICTION-Damage**

Policy: Tenants are responsible for repairing damage done by themselves or their guests within reasonable time. Failure to comply will result in a written warning.

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

Policy No. 26.4**Subject: EVICTION-Danger to Neighborhood**

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

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

Policy No. 26.5**Subject: EVICTION-Failure to comply with tenancy agreement.**

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

Procedure: Tenants will be issued a maximum of three (3) warnings per year for various offences. Tenants are responsible for their guests and pets behavior.

Policy No. 26.6**Subject EVICTION CONSEQUENCES-MONIES OWED**

- Policy:** If a tenant has been evicted from a premise for rental arrears, they will only be allowed to receive Band housing after they fully repaid the monies owed to the Band.
- Rationale:** Eviction procedures are expensive and time consuming for the band and it's membership.
- Procedure:** The Band Housing Manager will record the names of all people evicted from properties on the reserve for monies owed. These names shall remain on this list until the monies owed have been repaid.
- Policy No.** 26.7
- Subject:** **EVICTON CONSEQUENCES-FOR REASONS OTHER THAN MONIES**
- Policy:** If a tenant has been evicted from a premise on reserve for reasons other than monies owed; such as disturbing the peace, they will not be allowed to apply for housing for a minimum of two years following the eviction.
- Rationale:** Tenants must understand they are required to follow the housing policy if they wish to live in band rental units.
- Procedure:** The Housing Manager will keep a record of all tenants who have been evicted from the Band's social housing and band rental housing for breach of policy for reasons other then monies.
- Policy No.** 27.0
- Subject:** **OLD/NEW MODULAR/MANUFACTURED HOMES**
- Policy:** Modular/Manufactured homes must meet and exceed the CMHC and INAC requirements. They cannot be more that **10** years old and the home must pass an inspection by a qualified building inspector. The home will not be eligible for renovations for 5 years.
- Rationale:** In order to access INAC subsidy funding.
- Procedure:** Contact the Housing Manager.
- Policy No.** 28.0
- Subject:** **AMENDING PROVISION**
- Policy:** Any amendments must be agreed to and approved by the Xaxli'p Membership.
- Rationale:** To allow necessary changes to be made.

Procedure: This policy may not be amended in part or in whole without approval of the membership, as a whole as set out in the following process:

- Draft amendments to be circulated
- Brought to a general band meeting for discussion
- If approved by majority (50% + 1) shall be adopted and come into effect immediately.



APPENDIX 1
Xaxli'p Administration
PO Box 1330
Lillooet, BC V0K 1V0

Phone: (250)256-4800 Fax: (250)256-4803

Housing Application

Applicant Information

Name: _____ Phone# _____

Address: _____

Band # _____ Present Marital Status _____

Do you own CP land? _____ Is this that land where you wish to build? _____

Is this land serviced? Yes No Water _____ Hydro _____ Road _____

(attach a copy of CP and Map)

Employer: _____ Phone# _____

Address: _____

Monthly Income: _____ Length of current employment _____

Debts

Rent Payments \$ _____ Car Loan \$ _____ Credit Cards \$ _____

Bank Loans \$ _____ Other payments \$ _____ \$ _____

Total Monthly Payments \$ _____

Previous Employer if less than 2 years

Name: _____ Phone# _____

Address: _____

How long were you employed with previous employer? _____

Spouse Information

Name: _____ Phone# _____

Employer: _____ Phone# _____

Address: _____

Monthly Income: _____ Length of current employment _____

Who else would reside in this home?

Name	Age	Male/Female	Relationship

Current Landlord

Name: _____ Phone# _____

Address: _____

How long have you lived at this current location? _____

Previous Landlord if less than 2 years

Name: _____ Phone# _____

Address: _____

How long did you lived at this previous location? _____

Type of Housing Applying for: Canada Mortgage and Housing or Individual/Section 10

References:

<u>Name:</u>	<u>Phone #</u>
Previous Landlord _____	_____
Employer _____	_____
Personal _____	_____

Declaration

I declare and give my consent and authorize Xaxli'p;

1. To make any inquires (previous landlord, employer) that it deems necessary to verify the information given in this form is correct. I authorize any person corporation or social agency having knowledge of any such required information pertaining to this form to release the information to Xaxli'p. I agree to provide any supporting material Xaxli'p may require.
2. I solemnly swear that the information I have provided is true and I understand that any false information will void my application.

Applicant Signature

Date of Application

Received by

Date Received

Appendix 2

Date: _____

To: Xaxli'p Housing Manager

From: _____

Re: Confirmation of Approved House Plans and Designs

This is to certify that I accept and approve the House Plan # _____ and Design # _____ with any and all changes made by myself along with the Housing Manager and Contractor.

No changes will be accepted after the House Plans and Designs have been ordered.

Sincerely,

Signature

Print Name

Appendix 3
XAXLI'P

RENTAL PURCHASE AGREEMENT

BETWEEN

XAXLI'P

As Represented By

THE XAXLI'P HOUSING DEPARTMENT

AND

(TENANT)
Address

WHEREAS: The Xaxli'p Housing Department is responsible for the operation of Band Rental Housing on the Xaxli'p reserve lands; and

WHEREAS: Xaxli'p has the legal possession of the Premises hereinafter described; and

WHEREAS: Xaxli'p has agreed that the Tenant may occupy the Premises on the Terms and Conditions as set out in this agreement.

WITNESS THAT: For and in consideration of the rents, covenants, conditions and agreements hereinafter contained, the Parties mutually agree as follows:

1. PREMISES

Xaxli'p has agreed that the tenant may occupy the Premises known as:

LOT # _____ ; IR# _____

HOUSE # _____

TYPE OF DWELLING Single () Multi () Basement ()

Bedrooms 1 () 2 () 3 () 4 () 5 ()

Tenant _____ Housing _____

2. OCCUPANTS

Only the following individuals are allowed to occupy the premises on a permanent basis (continual residence for a period of 21 or more days).

NAME	AGE	SEX

If the Tenant allows individuals that are not listed above to occupy the Premises on a permanent basis without the approval of Housing, the Tenant will be in Default of the agreement.

3. TERM

- 3.1 This agreement shall commence on the ____ day of _____, 20__ and shall continue hereafter from year to year.
- 3.2 This agreement shall renew annually from April 1st to March 31st at the discretion of Housing Department.
- 3.3 The Tenant may terminate this agreement by giving 30 days written notice in advance to housing.
- 3.4 The agreement may be terminated, if the tenant is in Default of any of their responsibilities as set out in Sections; 8-Default, 9-Remedies on Default, 10-Appeal & 11-Eviction.

4. RENT

4.1 Amount of Rent

Rent shall be set annually by Housing Department or the CMHC LEM and shall be based on the number of bedrooms.

- 4.2 The Tenant shall pay the rent on or before the first day of the month for which the rent is due.

- 4.3 The Tenant shall pay the rent payable to Xaxli'p Housing in the form of cash, money order or cheque. A receipt will be issued for payments received.
- 4.4 The rent may be adjusted annually for a period of not less than 12 months. When adjusted will become due and payable under this agreement.
- 4.5 The Tenant will enter into an Arrears Repayment Agreement if the Tenant has any outstanding arrears at the time of signing this agreement.
- 4.6 If the Tenant has paid in full, for the entire duration of this agreement all consecutive rental payments as prescribed above and certified by Xaxli'p Housing Department, the tenant has the option upon a further payment of \$1.00 to purchase the premises. The tenant may exercise this option in writing addressed to the Xaxli'p Housing Department within 365 days of making the last rent payment. If the Tenant exercises, the option to purchase under this paragraph the Xaxli'p Housing Department will submit on behalf of the Tenant for a Certificate of Possession (CP).
- 4.7 If the tenant declines possession, rental payments and obligation herein shall continue and Xaxli'p assumes responsibility in relation to repairs and maintenance of the premises and the premises will be deemed band property.
- 4.8 If the tenant is in a band rental not rent to own then 4.6 & 4.7 do not apply.

5. RESPONSIBILITIES OF HOUSING

5.1 Insurance

Housing will place insurance on all houses covering:

1. Loss or damage by fire, tempest, or other specified cause;
2. Third party general liability insurance to a maximum of \$1,000,000;
3. Insurance against loss on contents of the insured house for a value of \$5,000 which covers appliances only as they are band owned. (personal content is the tenants responsibility)

5.2 Maintenance

1. To carry out necessary repairs as outlined in the CMHC operating agreement. (this information will be available in the housing office)
2. Housing will inspect the Premises once annually, and reserves the right to make random inspection for the purpose of maintenance and upkeep; the tenant will receive 24 hour notice.

6. DAMAGE CAUSED BY VANDALISM OR WILLFUL DAMAGE

6.1 Housing Will Repair Damage Caused by Vandalism Where:

The act of vandalism is reported to the SNTP and Housing, within 24 hours of its occurrence, or notice of occurrence; and where the subsequent investigation does not result in an association of liability with the Tenant, or guests of the Tenant; the judgment of which association rests with Housing;

Housing will undertake the repair of the damage and will pay the insurance deductible, if applicable.

6.2 The Tenant is Liable For Damage Caused by Vandalism or Willful Damage Where:

The Tenant, or guests of the Tenant, are found to be liable for the vandalism damage, or where the Tenant has done willful damage to the Premises including damages caused by pets; the Tenant will be responsible for the cost of repair for the damages; or the Tenant will be responsible for payment of the insurance deductible, if applicable.

Housing will undertake the proper repair and will invoice the Tenant. The Tenant will pay the repair costs or the deductible in its entirety, or make repayment arrangements satisfactory to Housing with in 30 days of the invoice date. Failure to pay or make arrangements to pay will constitute a breach of this agreement, resulting in Default (see Sections 8 & 9).

7. RESPONSIBILITIES OF THE TENANT

7.1 The Tenant shall be responsible:

1. To pay rent on or prior to the first of each month.
2. To provide to the Housing Department verification of income if in CMHC LEM rental unit, prior to April 1.
3. To pay heating, telephone, television satellite dish, BC Hydro.
4. The tenant may not sub-let the premises without prior written approval from Housing Manager.
4. Complying with all Band By-laws and Housing Policies relating to housing and on reserve residence.
5. The tenant/s will keep the premises in good repair and will pay the full cost to repair any damage caused to the premises or major appliances by themselves, their children, pets, or guests; damage caused by fire, tempest or other act of God excepted.
6. The tenant/s responsibilities shall include but not necessarily be limited to: replacement of light bulbs, furnace filters, faucet washers, keys, repair and painting of damaged surfaces and such other items of regular care and maintenance as may be required. The tenant/s will notify housing promptly of any defect, damage or accident to the Premises.

7.2 The Tenant must have prior written approval for renovations, additions and outbuildings. All construction must meet CMHC and the national building code standards.

7.3 The Tenant will not do anything that will void the insurance on the Premises.

7.4 The Tenant will only allow those individuals listed in Section 2 as "Occupants" to permanently occupy the premises. The Tenant must receive written approval from the Housing Department before accommodating additional Occupants in the premises.

7.5 The tenant shall not engage in, nor aid and abet, criminal activity. Where the Housing Manager determines, in its sole discretion, acting responsibly, that the Tenant has engaged in, or aided and abetted, criminal activity, the Tenant shall be in material default under this agreement and Housing Manager, shall have the option, at its sole discretion to terminate this agreement.

- 7.6 Under the insurance policy no unusable vehicles are to be parked near the premises the tenant will be given 30 days written notice to have the vehicles removed from the premises, otherwise the band will have it/them removed at the expense of the tenant.

8. DEFAULT

The Tenant is in Default if any of the Tenant's responsibilities are breached.

9. REMEDIES ON DEFAULT

9.1 Notification

If the Tenant is in Default for any reason, Housing Manager will notify the Tenant as to the nature of the Default, the proper remedy for it and the time frame to complete the remedy.

9.2 Termination & Eviction

If the Default is not remedied in a reasonable time period, as detailed in the Notification, the agreement will be terminated and eviction proceedings will be commenced against the Tenant.

10. APPEAL

10.1 Default

The Tenant may appeal the decision that he/she is in Default within thirty days.

10.2 Remedy

The Tenant may appeal the remedy that Housing Manager has assessed to relieve the Default.

10.3 Eviction

There is no appeal of an Eviction notice. Once an Eviction notice has been issued the Default must be remedied before 3:00pm of the Eviction date or the Tenant will be evicted from the Premises.

11. EVICTION

11.1 The Tenant may be evicted for:

- failure to pay the rent, by the 5th day of the month and the tenant has not been granted a delay in payment.
- willful damage to the dwelling or property, where the tenant is found liable.
- disturbing the peace, where Housing Manager has a reasonable belief that the Tenant is disturbing the peace in and around the premises.
- engaging in, or aiding and abetting, criminal activity, where Housing Manager has a reasonable belief that the Tenant is involved in such activities.
- any other default that is not remedied as set out in Section 9.1

11.2 Proceedings – for Default regarding the above violations.

1. The Tenant shall receive written Notification that they are in default. Within five days of the date of the Notification, the Tenant must remedy the default within the specified time frame in the notification. If default is not been remedied within that time, this agreement shall be terminated and an eviction notice (the “Eviction Notice”) issued, requiring the Tenant to remove his/her belongings and to vacate the Premises within ten days of the Eviction Notice or by the last day of the month in which the Eviction Notice is issued, whichever is the later to occur (the “Eviction Date”).
2. If the default is remedied prior to the Eviction Date, the Eviction Notice shall be cancelled. If the default has not been remedied by 3:00 p.m. on the Eviction Date, the locks on the Premises will be changed. Any personal effects left by the Tenant will be put into storage. The Tenant is responsible for the cost of removing, transporting and storing the personal effects. The Tenant will peacefully surrender the Premises.

11.3 Absolute Eviction

The third Eviction notice served to a Tenant within any 12 consecutive months shall constitute an Absolute Eviction Notice. The Absolute Eviction Notice may not be remedied. The Tenant will be evicted on the 10th day after the notice is served, or on the last day of the month, whichever day is later. Any outstanding arrears remain due and payable to Xaxli'p Housing.

11.4 Post-Eviction Inspection

Housing Manager or designate will conduct a move-out inspection of the Premises after an Eviction. It is the right of the former Tenant to be present. The former Tenant will be responsible for any costs for cleaning and/or repair.

12. **MOVE -OUT**

12.1 Move-out

The Tenant and Housing Manager or designate will undertake a move-out inspection together. Any cleaning or damage noted by Housing Manager or designate or the Tenant will be remedied by the Tenant prior to move-out.

Prior to move-out, the Tenant will ensure that the Premises are clean. If the Premises are not clean, the Tenant may clean them, or Housing Department will hire persons to clean the Premises and charge the costs to the Tenant. The Tenant is liable for the rent on Premises until the Premises are clean.

- 12.2 Any damages must be reported to Housing Manager in writing. If damages are the responsibility of the Tenant (see Section 5) Housing Department will make the repairs at the expense of the Tenant. The Tenant is responsible for the rent on the Premises until the repairs are complete.

13. **NO EQUITY ACQUIRED**

- 13.1 For greater certainty the Tenant acknowledges and agrees that the Tenant will not, during the term of their Agreement, while any part of the financing associated with the housing

project remains outstanding, or if any rent remains unpaid, or if any arrears remain outstanding, obtain any equity or other interest in the Premises;

14. DISCLOSURE OF INFORMATION

The Tenant acknowledges that for the effective operation of the on-reserve housing program, the Housing Department and the Social Development Department of Xaxli’p may have to share Shelter Allowance information with regard to any client of either the Social Development Department or the Housing Department. In signing this Agreement, the Tenant authorizes the sharing of this information.

15. THE ENTIRE AGREEMENT

15.1 The provisions herein constitute the entire agreement between Housing Department and the Tenant, and supercede all previous agreements, whether verbal or written, between the Parties concerning the Premises and concerning any other uses of the Band houses on the Reserve lands.

15.2 It is expressly understood and agreed by the Tenant that this agreement does not give the Tenant any rights with respect to the lot on which the Premises are situated.

16. ACCEPTANCE

Xaxli’p Housing Manager and the Tenant have reviewed and accepted the terms of this agreement.

SIGNED: This the _____ day of _____, 200____ at

_____, BC.

_____	}	XAXLI’P
	}	
_____	}	_____
Witness	}	HOUSING MANAGER
Print Name _____	}	
	}	
_____	}	_____
Witness	}	TENANT
Print Name _____	}	
	}	
	}	_____
	}	SPOUSE

BC HYDRO METER #
1-800-224-9376