



# **Kwanlin Dün First Nation**

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*Version 4*

## **Housing Rental Policy**

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## Section I Introduction

### 1.0 Statement of Policy

The Kwanlin Dün First Nation is committed to providing safe and affordable rental housing to Kwanlin Dün citizens, subject to the availability of accommodations and funds. It is also committed to a fair and transparent process of allocating and maintaining units as well as working with tenants and other Kwanlin Dün departments to resolve issues and concerns quickly, fairly and appropriately. **Kwanlin Dün houses are the property of the First Nation. The tenant does not own the property.**

**The terms and conditions outlined in this policy are in compliance with the provisions of the Residential Landlord and Tenant Act (Yukon). Where there is a discrepancy between this policy and the Residential Landlord and Tenant Act (Yukon), the Residential Landlord and Tenant Act (Yukon) will prevail.**

### 2.0 Purpose of the Housing Policy

The purpose of the housing rental policy is to:

- a) guide the ongoing management of Kwanlin Dün rental housing,
- b) identify eligibility requirements to rent Kwanlin Dün housing,
- c) ensure that rental housing is allocated in a fair and equitable manner,
- d) protect Kwanlin Dün's investment in community housing by protecting and extending the life of rental housing through appropriate and quality maintenance, repair, inspection, and insurance,
- e) establish the rights and responsibilities of Community Services and the tenants, and
- f) provide tenants an appeals process for decisions made under the housing policy.

### 3.0 Key Results - Why Does 'Good Housing' Matter?

Having safe, quality and affordable rental housing can make a positive difference in the lives of Kwanlin Dün citizens and their families, and having a place to call 'home'.

This policy supports the following key results:

- rental properties are safe, affordable and effectively maintained to ensure that they meet and those standards contained in the regulations to the *Residential Landlord and Tenant Act*.
- Kwanlin Dün citizens can live together in a vibrant and proud community that reflects and supports Kwanlin Dün culture, values and traditions.
- residential communities are safe, clean and healthy.

- tenants receive excellent customer service in their dealings with the Department of Community Services.

#### 4.0 Principles and Values

The principles and values that guide Kwanlin Dün’s approach to rental housing are as follows:

1. The safety of tenants and staff is Kwanlin Dün’s primary concern.
2. Decisions about housing will be applied fairly, without family influence or political decision-making.
3. Breaches of the policy will be dealt with by Community Services with a view to resolving the issues with fairness and compassion. Evictions will only be used as a last resort and once all other options have been exhausted.
4. Wherever possible, repairs and renovations will be done using Kwanlin Dün resources. This is a means of generating an economic benefit to Kwanlin Dün workers and training opportunities for Kwanlin Dün youth.
5. Building, renovating and maintaining good rental housing has a cost - it is not ‘free’. To maintain the financial viability of the program, rent and other payment arrangements (social assistance) are a condition of renting a Kwanlin Dün home.
6. Where practical, Community Services will work with other departments to case manage situations where a tenant requires other services to maintain good housing standards.

#### 5.0 Definitions

**Arrears** means any money owed by the tenant to Kwanlin Dün that are late or overdue.

**Breach or substantial breach** of the tenancy agreement means a tenant has committed a breach or series of breaches of a responsibility as set out in the tenancy agreement and this policy (defined by the *Residential Landlord and Tenants Act*).

**Citizen** means a person who is entitled to Citizenship under Chapter 2 of the *Constitution of Kwanlin Dün First Nation*, and who has been enrolled as a Citizen under Chapter 2 and Kwanlin Dün First Nation law (definitions, *Constitution of Kwanlin Dün First Nation*).

**Co-tenant** means one of two or more people living in the same house who sign a tenancy agreement with Kwanlin Dün and share the same rights and obligations as an individual tenant.

**Essential services** are the services that are absolutely necessary for everyday living such as electricity, water, heat, etc.

**Estate** means the personal property or possessions having value that can be used to pay off debts.

**Eviction** means the legal action taken by Kwanlin Dün to remove a tenant from rental housing unit for failing to honour the conditions of their tenancy agreement and/or the rental housing policy.

**Household** means all members of the family or other permanent occupants living in the rental housing unit.

**Housing Allocations Committee** means the committee established by Council to support the fair and equitable distribution of Kwanlin Dün rental housing.

**Security deposit** means a deposit paid by the tenant to Kwanlin Dün equal to one month's rent to cover losses that may occur during tenancy (for example, damage to the rental housing unit, unpaid rent).

**Tenancy agreement** means, as per the *Residential Landlord and Tenant Act (Yukon)* or any equivalent law passed by the First Nation, a written agreement between Kwanlin Dün and a tenant for the right to occupy a Kwanlin Dün rental housing unit.

## 6.0 *Roles & Responsibilities*

### a. *Council*

Council is responsible for:

- approving all budgets related to the delivery and administration of housing programs and services,
- approving major changes in policy as recommended by Community Services,
- supporting the enforcement of the housing policy,
- establishing the Housing Allocations Committee, approving its terms of reference, and appointing members for five-year terms.

**Please note that Council is not responsible for allocating houses, and will not hear appeals or disputes.**

### b. *Housing Allocations Committee*

The Housing Allocation Committee (HAC) is responsible for allocating rental housing units, using the criteria outlined in Section II, page 12. The HAC consists of three Kwanlin Dün citizens, two non-citizens, the Tenant Relations Officer and a member of Council. The member of Council is an ex-officio who does not have voting privileges or influence over HAC decisions.

### c. *Department of Community Services*

The key responsibilities of Community Services are as follows:

- administer the Kwanlin Dün rental housing program in a fair and viable manner in accordance

with CMHC guidelines, the provisions of this policy, *the Yukon Residential Landlord and Tenant Act*, the *Constitution of the Kwanlin Dün First Nation* and cultural values,

- maintain and recommend changes in this policy, as needed,
- review housing goals and priorities annually,
- ensure all housing applications are properly processed, including reviewing all applications for rental housing to ensure completeness and eligibility, and forwarding them to the Housing Allocations Committee for review and assessment,
- provide secretariat support to the Housing Allocations Committee, including agenda preparation, recording and distributing minutes, reporting decisions, providing application information and following up on action items,
- carry out or oversee repairs, renovations and maintenance in a cost-effective manner and in emergency situations or where conditions pose a threat to the health and safety of the occupants, ensure the work is carried out immediately, (prioritized in subsection 5 c) page 21 of this policy)
- maintain records relating to new rental housing construction, tenants, renovations, repairs, maintenance, housing applications and allocations, and financial records,
- monitor the effectiveness of all housing policies and programs,
- prepare an annual budget and other reports as required by Council,
- plan and carry out community meetings on housing programs or services,
- provide information for tenants who require assistance in understanding and carrying out their responsibilities,
- collecting rents from tenants and issuing receipts,
- collecting rental arrears from tenants with legal reinforcement, as necessary,
- notifying Tenant Relations Officer as required when dealing with tenants who are in rental arrears,
- report suspicious activities to the proper authorities (Kwanlin Dün Community Safety Officers, SCAN or the RCMP),
- deliver municipal services including water, sewer, chimney cleaning, and garbage removal, and
- work with tenants who are in arrears to resolve the issue or seek assistance from other Kwanlin Dün departments to resolve the issue.

e. *Tenants*

Tenants are subject to the rights, responsibilities and obligations set out in the Tenancy Agreement. The key responsibilities of the tenant(s) are to:

- sign a tenancy agreement and live up to the conditions of the agreement,
- set up a transfer of utility services such as electricity at the beginning of tenancy,
- pay a fee each time the tenant or family member locks themselves out of their rental unit and requires assistance,
- make monthly rent payments in full and on time,
- be responsible for damage and excessive noise caused by themselves, their guests, pets or other occupants living in the unit,
- immediately report any accident, break or defect in water, heating or electrical systems and report other repairs that are required to Community Services,
- keep the unit and property free of health and safety hazards, including wrecked and abandoned vehicles and machinery, and carry out the day-to-day upkeep,
- not make alterations to the rental home before obtaining written consent of the Tenant Relations Officer (refer to page 18 for details),
- pay costs to repair tenant damage,
- comply with all health, fire, safety regulations of the Yukon territory, compliance with the *Criminal Code of Canada* and By-laws enforced by the City of Whitehorse,
- arrange to have someone house-sit or monitor the rental unit daily if away for more than 48 hours from October 1 to March 31, or for more than 7 days from April 1 to September 30<sup>th</sup>,
- inform Community Services of all planned absences (two weeks or more) from the unit,
- ensure that all standard utilities (electrical services, fuel oil tank, water, heat, etc.) are operational at all times,
- inform Community Services of any change to personal and emergency contact information,
- seek written permission from the Kwanlin Dün Council before providing surety (*assuming the responsibility for another person*) or housing to offenders, criminals, or children under the age of 18 that have left the continuing care system,
- contact Community Services to add any additional people living in the house for a period of more than one month,
- consider family interventions to assist with family issues such as relatives moving into the home uninvited,
- cannot have a non Kwanlin Dün citizen listed on the Tenancy Agreement as a co-tenant, unless that person is a primary care giver of a Kwanlin Dün citizen,
- must seek permission from Community Services to run a home-based business out of the rental property, and obtain the appropriate business license from the City of Whitehorse,
- not leave children under the age of 18 years unattended for extended periods of time, possibly creating an unsafe situation. If Community Services becomes aware of this type of situation, it shall report the activity to the appropriate authorities.
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## *7.0 Interdepartmental Case Management Approach*

Community Services recognizes that there may be times when it is necessary to work with other Kwanlin Dün departments (such as Justice, Social Assistance and Health) to meet the needs of rental housing tenants. Kwanlin Dün commits to using a holistic case management approach to address the financial, social, health and wellness concerns of its tenants on a case-by-case basis. Compassion and the well-being of the citizen is the primary concern.

## *8.0 Exceptional Circumstances*

This policy cannot anticipate every possible event or situation that may occur. Employees are expected to use their best judgment and ask for guidance before taking action. In situations where the individual circumstances of a case are such that the provisions of this policy cannot be applied, the Director of Community Services in consultation with the Executive Director will decide the case based on its individual merits.

## *9.0 Amendments to the Housing Rental Policy*

Community Services will present proposed policy amendments to the Standing Committee on Policy and Legislation for discussion. The Standing Committee will in turn, recommend the changes to Council for approval.

Council may consult with Kwanlin Dün departments, the Housing Allocation Committee and Kwanlin Dün citizens to discuss the nature of any proposed amendments.

Policy discussion and approval of amendments will be recorded in the Council meeting minutes and take effect on the date approved by Council.

Tenants will be notified of changes to the policy through written notice within 15 working days of policy approval. Copies of the revised policy will be available at the Community Services Office, the Administration Building reception desk, and on the KDFN website.

## *Section II The Application Process*

### *1.0 Introduction*

Kwanlin Dün is committed to a fair and transparent application process. Once eligibility has been determined (see 4.0 Eligibility Criteria), a point rating system is used to determine priority for housing, given that there are other fairness factors to consider beyond simply who applied first. The application then goes to the Kwanlin Dün Housing Allocation Committee to be prioritized and for a housing allocation decision.

### *2.0 Receipt of an Application*

Applications for rental housing are accepted year-round.

An application must be submitted in person to the Receptionist in the Community Services office, stamped with a received date and recorded in a housing application log. Each applicant is required to meet with the Tenant Relations Officer, who will review the application to ensure all required information has been provided and explain the points rating system. If the required information is not provided, the applicant will be asked to resubmit the application once the information is available.

The applicant must identify on the application form the number of bedrooms required (one bedroom, two-bedroom, three bedroom), and the reason for the requirement as this is a key aspect of the housing allocation decision.

At the time the application is submitted, the Tenant Relations Officer will confirm that the applicant is a Kwanlin Dün citizen, or a care-giver of a Kwanlin Dün citizen, and is 18 years of age or older.

Once the Tenant Relations Officer is satisfied that the applicant meets the eligibility criteria and has provided all of the required information, the applicant will be advised in writing that the application will be forwarded to the Housing Allocations Committee for a decision.

If an applicant fails to provide full disclosure, they will be required to resubmit the application with the proper and full information before their application can be processed.

### *3.0 Renewal of an Application*

Community Services shall keep an active/eligible application on file for one year from the date of receipt. Tenants are encouraged to update the information on their applications as their situation changes. If the application is not renewed before the end of the calendar year, it shall be removed from the waiting list. An applicant on the waiting list must contact the Tenant Relations Officer to update their application every year.

#### 4.0 Eligibility Criteria

To be eligible for a rental unit when one becomes available, an applicant must meet the following criteria:

- a. be a Kwanlin Dün citizen, or
- b. be a primary care-giver of a Kwanlin Dün citizen who is under 18 years of age,
- c. be a tenant of only one Kwanlin Dün rental housing unit,
- d. must not own their own home,
- e. be 18 years of age or older, or if applying for an Elder’s residence, must be at least 60 years of age,
- f. provide full disclosure of all potential tenants including “no contact orders” that are in place and notify Kwanlin Dün Justice of the situation. Non Kwanlin Dün citizens cannot be listed as a tenant or co-tenant on the Tenancy Agreement unless they are a primary care giver as noted in (b) above,
- g. provide confirmation of annual household income (e.g. Canada Revenue Agency notice of assessment) for all adult members (18 years of age and older) who will be living in the rental unit,
- h. provide written confirmation from ATCO Electric Yukon that they are in good standing and able to obtain an electrical hook-up,
- i. **must not be in rental arrears or have outstanding money owing to Kwanlin Dün. An applicant who is in arrears or owes money may be eligible for rental housing once they have entered into an agreement with Kwanlin Dün to repay the full amount of the arrears or other outstanding money owed. The repayment agreement must be in place and the applicant must have paid the agreed upon monthly payments (see Section IV, Rent and Arrears for further information).**
- j. provide at least one rental reference from a recent landlord or at least one-character reference from a reliable source (i.e. an employer).
- k. demonstrate (through a bank account statement) that they are able to provide payment of the first month’s rent plus the security deposit (equal to one month’s rent) at the time the tenancy agreement is signed.

#### 5.0 Level 1 Review - Determination of Eligibility

As soon as an application for housing has been received, the Tenant Relations Officer will confirm that the applicant is a Kwanlin Dün citizen or a care-giver of a Kwanlin Dün citizen and is eligible for Kwanlin Dün housing. Upon confirmation of eligibility, the Tenant Relations Officer will review the application to ensure it is complete and enters the application on the housing waiting list for consideration when a unit becomes available. The Tenant Relations Officer will check with the Kwanlin Dün Justice Department to determine if the applicant has criminal offences relating to property damage, offences relating to matters that affect community safety or child welfare issues.

If the applicant is deemed ineligible, they are notified by phone and by follow-up letter that they may appeal the decision as set out in Section XI, Appeals.

## 6.0 Level 2 Review - Determination of Priority

### a. Community Services

Using the Priority Rating Form, a point rating scoring system is applied to determine the priority of each application to ensure that all applicants will be housed fairly, according to their needs.

- i. applications are sorted into three categories: single unit, two bedrooms and three (or more) bedrooms.
- ii. the point rating system is based on a number of factors including:
  - victim of violence or abuse (as evidenced by court or tribunal documents such as a restraining order or an affidavit from the Kwanlin Dün Justice Department or the Yukon Government's Women's Directorate),
  - Elders and disabled individuals (as evidenced by appropriate documentation where necessary),
  - single parents living in unsuitable accommodations,
  - homeless individuals,
  - emergency needs (i.e. vacated from home due to fire or event outside the individual's control),
  - children over 18 years of age who have been in the continuing care system,
  - income threshold (those with lower family incomes are given a higher priority due to the reduced rent in Kwanlin Dün homes relative to market rents),
  - no rental arrears or approved repayment plan
  - family size
  - length of time on waiting list (the longer the applicant is on the list, the higher the priority), and
  - has not been evicted from a property under the *Safer Community and Neighborhoods Act (SCAN)*

The Tenant Relations Officer will interview the applicant to discuss the application form and to obtain additional information if necessary.

Using the Priority Rating Form, a three-person team from Community Services (i.e. the Tenant Relations Officer and two other staff) will review each application, reach an agreement and assign a priority ranking number for each application.

*b. Housing Allocations Committee*

When a unit becomes available, the Tenant Relations Officer will provide priority rating forms for the available unit to the Housing Allocations Committee.

The Housing Allocations Committee reviews the priority rating forms, discusses and confirms approval of the applicant taking into account the score given to the individual as well as any other information available (i.e. letters from the applicant, criminal record checks, letters from the Justice department or from the Tenant Relations Officer). The Housing Allocation Committee is not bound to make a decision based solely on the priority rating forms. It has sole discretion in awarding housing to applicants on whatever criteria it deems fit to consider, provided that such decision is fair given the circumstances.

**Rejected applications and appeals do not go to Council for a decision.**

*c. Awarding a Unit*

Once the Housing Allocations Committee awards a unit, the Tenant Relations Officer will contact the successful applicant regarding the selection. The applicant will have five working days to confirm acceptance of the unit and to make arrangements for an in-person meeting with the Tenant Relations Officer to sign the required documentation. If the applicant fails to confirm acceptance within five working days, the applicant will need to resubmit the housing application.

- If the applicant is away and unable to respond to the letter within the five working days due to vacation or other circumstances, he/she will contact Community Services upon return to explain the situation and, at the discretion of the Tenant Relation Officer, the application may be returned to the waiting list.
- Provided the unit is in suitable and livable condition, an applicant who rejects an offer of a rental unit will be returned to the waiting list. The date of application will be amended to the date the offer was rejected, and a note will be placed on file.

## Section III The Tenancy Agreement

### 1.0 Introduction

A tenancy agreement is a document that sets out the terms and conditions associated with renting a Kwanlin Dün home. It is administered according to the terms outlined in the agreement, the *Residential Landlord and Tenant Act (Yukon)*, the Housing Rental policy, and any applicable Kwanlin Dün laws and regulations. The agreement confirms the obligations, rights and responsibilities of the tenant and Community Services.

### 2.0 Signing the Tenancy Agreement

Once the applicant has accepted the offer of a rental unit, and prior to tenancy, the Tenant Relations Officer will meet with the tenant to explain all aspects of the rental program and explain the tenancy agreement, outlining the responsibilities of Community Services, tenant responsibilities, charges payable by the tenant and consequences for breaching the agreement or rental housing policy). A record of this meeting will be retained in the tenant's file.

All individuals who will reside in the unit must be listed on the agreement. There must be full disclosure of all potential tenants including "no contact orders" that are in place. The agreement will then be signed by the tenant(s) and the Tenant Relations Officer prior to taking occupancy of the unit.

The Tenant Relations Officer will provide the tenant with a copy of the agreement, a copy of the rental program tenant handbook, a copy of this policy, and a copy of applicable by-laws or Kwanlin Dün rules/regulations that relate to the unit (including vehicle disposal and pet bylaw summaries) if requested.

After signing, the agreement will continue on a month to month basis until it is terminated (see Section X, Termination of the Tenancy Agreement). If Community Services discovers that the applicant has provided false, misleading or inaccurate information on the application form, the tenancy agreement may be terminated immediately.

### 3.0 Security Deposit and Rent

As a condition of signing the agreement and prior to occupancy, the tenant must provide payment of a security deposit (equal to one month's rent) against possible debt or damage to the unit caused during the tenancy. (*Residential Landlord and Tenant Act (Yukon) S 17(1)(b)*)

The security deposit shall be paid by the tenant to the Department of Community Services when the tenancy agreement is signed.

Unless Community Services retains the security deposit pursuant to the *Residential Landlord and Tenant Act* for reason of damage or arrears, Community Services will repay the security interest, plus prescribed interest, within 15 days of the tenant moving out of the property. The interest rate is payable in accordance with the *Residential Landlord and Tenant Act (Yukon)*.

## *Section IV Rent & Rental Arrears*

### *1.0 Introduction*

Kwanlin Dün charges rent for the use of its rental properties in order to pay down the cost of mortgages and to maintain the properties. Rents are significantly less than the Yukon average, which provides a significant benefit to Kwanlin Dün citizens.

### *2.0 Rental Rates*

Rental rates shall be determined from time to time by the Community Services department, in consultation with Council. Rental rates shall be reviewed periodically by a committee or taskforce appointed by Council.

### *3.0 Rent Payment*

Rent is due on the 1<sup>st</sup> day of each month payable to the Department of Community Services.

Once a year, the department of Community Services will provide each tenant with a written statement of account confirming payments received and/or payable for the previous calendar year.

### *4.0 Rent Payment - Tenants on Social Assistance*

Rent for tenants on Social Assistance is paid directly to Community Services by the Social Assistance department. Heating and electrical costs are paid directly to the vendor.

#### *Methods of Payment*

#### **a) cash, money order, personal cheque or direct deposit**

Payments can be made by money order or personal cheque, payable to Kwanlin Dün or through direct deposit. If a payment is made by personal cheque and is returned by the bank as non-sufficient funds (NSF) more than once in a calendar year, cheques will no longer be an acceptable method of payment for that tenant. If Kwanlin Dün is charged a fee for the NSF cheque, the amount of that fee will be charged to the tenant's rental account so that Kwanlin Dün recovers the cost. Payments are made at the Department of Community Services' office, and a receipt will be provided.

Community Services will remain open at lunch time and until 6 pm two days a month to enable tenants to pay their rent.

**b) Payroll Deduction**

If a tenant is an employee of Kwanlin Dün, either full-time, part-time, contract, honoraria, and or seasonal, the tenant will enter into a payroll deduction agreement with Kwanlin Dün to have the rent payment deducted from their pay. Monies deducted from payroll on behalf of a tenant for rent are detailed on each pay stub.

**c) Visa or debit**

A tenant may pay rent using Visa or debit cards. A receipt will be issued to the tenant at the time the payment is made.

## **5.0 Other Housing Charges**

A tenant is responsible for paying all charges for electricity and heat, telephone, cable and other services or any other amenities the tenant may subscribe or install, unless otherwise indicated in the tenancy agreement. Kwanlin Dün is not responsible for unpaid or terminated services. The tenant will be charged for damage to the rental unit caused by unpaid or terminated services (such as no heat, electricity, etc.)

## **6.0 Rental Arrears**

Rent is due on the 1<sup>st</sup> day of each month. Rent not paid on or before that day, will be considered in arrears.

Kwanlin Dün recognizes that periodically a tenant may not be able to pay their rent on time due to unforeseen circumstances. In these instances, the tenant must immediately call the Tenant Relations Officer to explain the situation and work out a repayment schedule to suspend arrears procedures.

For accounts that are in arrears, rent collection procedures will commence on the 5<sup>th</sup> working day of the month. A record of all contact (i.e. including telephone calls, in-person visits, copies of electronic or written notices and correspondence) between Kwanlin Dün and the tenant will be dated and retained on the tenant file. Kwanlin Dün will work with the tenant to resolve any amount that is in arrears.

A first notice will be sent by the Tenant Relations Officer on the 5<sup>th</sup> working day of the month that the payment is missed. The notice will remind the tenant that the account is in arrears and that they must pay their rent in full, or meet with Community Services to enter into a written agreement to repay the amount owed and the consequences of failing to pay the arrears. The Tenant Relations Officer will contact the tenant in an effort to resolve the arrears.

If, on the 10<sup>th</sup> working day of the month, the account is still in arrears, a second notice will be sent to the tenant by the Tenant Relations Officer who will contact the tenant by phone and/or visit the tenant's rental unit.

If, on last calendar day of the month, the tenant has neither paid the arrears in full nor entered into a repayment agreement, a third written notice will be sent. The notice will confirm the tenant has ten working days to pay the arrears in full or to meet with Community Services and enter into a written repayment agreement. The notice will also confirm that failing to repay the arrears in full or enter into a repayment agreement will result in Community Services issuing a notice to terminate tenancy due to a non-payment of rent and or to implement collection processes.

If the tenant fails to respond after the ten days of the third and final notice, Community Services will begin the termination process (see Section X, Termination of the Tenancy Agreement).

### **7.0 Arrears Repayment Agreement**

All tenants with rental arrears, including SA tenants must be on a repayment schedule.

Once the tenant agrees to pay rental arrears, Community Services will work with the tenant to establish an arrears repayment agreement to repay the full amount owed that does not create a financial hardship for the tenant but is a reasonable contribution towards the amount owing.

**The arrears repayment agreement will include the amount of each payment installment and the date the payment is due. The tenant will pay a minimum of 25 percent of the account arrears by cash, money order, certified cheque, or pre-authorized debit on the date the agreement is entered into. The agreement will be signed by the tenant and the Tenant Relations Officer. A copy of the signed agreement will be provided to the tenant and the original will be kept on the tenant's file.**

If the tenant fails to honour the agreement, collection procedures for rental arrears will start immediately and may be subject to termination as outlined in the tenancy agreement and the *Residential Landlord and Tenants Act (Yukon)*.

### **8.0 Collection Process**

If after every effort to work with the tenant to resolve the issue, the rent remains unpaid, Community Services shall proceed with eviction and implement collection processes to recover the rent arrears. The collection processes may include filing a claim through the Yukon Court, system contracting the services of a collection agency or by other collection processes as approved by Council.

### **9.0 Rent Increases**

Rent increases will not occur during the first year of a tenancy agreement. After the first year, Community Services will provide written notice of a rent increase at least three months prior to the effective date.

## *Section V Maintenance, Repairs and Renovations*

### *1.0 Introduction*

Community Services works with tenants to ensure that all homes are in good working condition, well-maintained and that repairs are done quickly and cost-effectively **depending on the availability of funds.**

### *2.0 Tenant Responsibilities*

The tenant is responsible for the day-to-day upkeep of the unit, including health, cleanliness and sanitary standards of the unit and premises. The tenant is also responsible for minor maintenance jobs, including:

- repairing plugged toilets, sinks and drains,
- replacing all light bulbs, florescent tubes, light shades and globes,
- replacing or installing weather stripping,
- replacing and tightening hinge screws and door pulls,
- keeping the unit and property free from garbage, debris and other materials that may be a health or safety issue, environmental hazards including junked vehicles, appliances or other equipment,
- immediately informing Community Services if the fire safety equipment in the unit stops working. This does not include replacing batteries which is the responsibility of the tenant,
- immediately reporting any emergency repairs including any break or defect in interior plumbing, heating or electrical systems to Community Services,
- filing a police report and to contact Community Services where damage to the rental unit and/or property has occurred as a result of vandalism or willful damage by a non-tenant, and
- if the rental unit is a single detached home, the tenant is responsible for exterior care (i.e. yard maintenance and shoveling sidewalks).

When requesting repairs or maintenance, the tenant will contact Community Services by phone or in person and notify them of the nature of the maintenance or repairs required. The work will be done in accordance with its priority (see section 5.0 (c) page21).

The tenant will not make any permanent alterations, additions or improvements to the unit or construct sheds or other types of buildings on the property without prior written approval from the Tenant Relations Officer. Any permanent alterations, additions or improvements made by the tenant are subject to removal at the cost of the tenant. The tenant shall return the unit/property to the same condition it was in when the tenant took occupancy. If the tenant does not remove the improvement, such improvements are owned by Kwanlin Dün without compensation to the tenant, unless Kwanlin Dun removes the improvements which shall be at the cost of the tenant. All materials used in the alternations will be supplied by the tenant. Depending on the type of alternation being done, the tenant will be required to hire and pay for a qualified professional to do the work, ensure the proper building permits are in place, and inspections to finalize the

project have taken place. City of Whitehorse By-law 99-50. Additions that are permanently attached to the house, (such as a deck), becomes part of the house and remains the property of Kwanlin Dün.

Community Services will pay for: basic models of appliances (fridges and stoves only) when the current appliance is no longer in good working condition, and basic models of cabinets and fixtures. With the written approval of the Tenant Relations Officer, a tenant may upgrade appliances, or replace cabinet(s) or fixture(s) with a more expensive model and will be responsible for the cost of the items. The tenant will contact the Tenant Relations Officer to have the old appliance, fixture or cabinet picked up and removed. Community Services will charge the tenant for tipping fee to dispose of the item. If the tenant has purchased their own fridge and or stove, they will be able to take the appliance(s) with them to their next home. However, cabinets or fixtures will remain in the house and becomes the property of Kwanlin Dün. Out buildings will be taken down and removed by the tenant or will become the property of Kwanlin Dün.

The tenant will not alter or replace the locking system on any unit entry door.

Kwanlin Dün will not accept responsibility for, nor is it obligated to, reimburse the tenant for any significant maintenance, repairs or renovations that are undertaken by the tenant without prior written authorization from the Tenant Relations Officer.

### *3.0 Community Services Responsibilities*

Community Services is responsible for maintaining the unit and property to ensure compliance with applicable health, safety and housing standards as set out by Yukon Government regulations.

Community Services shall carry out or oversee maintenance and repairs to the unit, including the building structure, heating system, electrical and interior plumbing where either:

- the maintenance or repair is required on a component in the home at the time of occupancy,
- the component has reached the end of its serviceable life, or
- the maintenance or repair is related to normal wear and tear.

Community Services will not repair damage to the home or replace damaged items when it has been determined to be a result of willful damage or neglect on the part of the tenant, their guests or their pets.

### *4.0 Emergency Repairs*

An emergency repair is defined as:

- an accident, break or defect in interior plumbing, heating or electrical system, or safety feature in any part of the unit,
- anything that presents a hazard to the immediate health or safety of the tenant, or
- anything required to prevent the loss of an essential service or immediate damage to the unit.

The tenant shall immediately report to Community Services the need for emergency repairs. Community Services provides tenants with a 24-hour emergency contact number and will make every reasonable effort to respond within 24 hours of receiving notice.

Community Services will arrange for an inspection to confirm the eligibility and nature of the emergency repair, and arrange for the work to be completed.

If emergency repairs are determined to be a result of willful damage or neglect, Community Services will complete the repairs and will seek reimbursement of the cost from the tenant.

## **5.0 Process**

### *a. Work Orders*

The tenant will contact Community Services by phone or in person to request maintenance, repairs or renovations. The request will be entered into the Community Services data base and a work order will be generated. The department will contact the tenant to confirm the work order and an estimated wait time for repairs. All work carried out or follow up on work orders will be documented and maintained through the unit's online profile.

Community Services will review each work order to determine:

- the scope of the maintenance, repair or renovation item(s),
- whether an inspection is needed to confirm the eligibility of the work being requested and the materials required, and
- whether the repairs are within the capabilities of Community Services or if the work is to be contracted out to other qualified contractors (e.g. electrical, mechanical and plumbing systems).

### *b. Access to Unit and Refusal of Work*

With 24 hours' notice, Community Services may enter any unit to make repairs it deems necessary. In the event that a tenant refuses entry to Community Services or a contractor hired by Community Services, the tenant will be charged the hourly rate for the Community Service Worker or for the cost of a service call from the professional contractor.

### *c. Priority of Work*

Community Services will prioritize all work requests as follows:

- priority 1 - emergency repairs and those repairs necessary to meet the minimum standards contained in the *Residential Landlord and Tenant Act*
- priority 2 - non-emergency minor repairs or maintenance (costs less than \$2,500) related to health and safety
- priority 3 - non-emergency minor repairs or maintenance (costs less than \$2,500) for all other items
- priority 4 - repairing or replacing appliances that are the responsibility of Kwanlin Dün
- priority 5 - major repairs (costs greater than \$2,500 but less than \$10,000)

priority 6 - renovations (costs greater than \$10,000)

Community Services will keep a record of all maintenance and repairs carried out on a unit through its online profile, including the reason for the maintenance/repairs, the date, the item repaired or replaced and the costs.

All significant maintenance, repair and renovation work will be inspected by Community Services and a qualified building inspector.

## Section VI Municipal Services

### *1.0 Garbage Collection*

Kwanlin Dün will provide household garbage collection once per week. The tenant will be responsible for keeping their garbage bins clean and tidy.

Community Services reserves the right to refuse garbage pick-up if a tenant's garbage is not bagged, contains anything deemed to be hazardous materials or when a garbage bin is inaccessible (i.e. blocked by vehicles or snow). If garbage pick-up is refused, the reason will be documented and the tenant will be notified by the Tenant Relations Officer and charged for recovery of the tipping fee to dispose of the property.

### *2.0 Snow Removal*

A tenant occupying a single detached home will be responsible for snow removal from walkways and driveways. As a matter of safety, companies such as ATCO Electric Yukon and fuel distribution must have paths clear of snow, ice and debris around the property in order to provide services. If there is not a clear path to the meter or tank services will be denied. Community Services will provide snow removal assistance to tenants who are Elders or disabled and government buildings.

## Section VII Inspections & Tenant Damage

### 1.0 Access to the Unit

Community Services may enter a unit when:

- it is an emergency,
- the tenant consents at the time of entry, or not more than 7 days before entry,
- the tenant gives consent to enter for a specific purpose,
- written notice of entry has been provided at least 24 hours in advance that includes the purpose for entering, which must be reasonable, and the date of time for entry, which must be between 8:00 a.m. and 8:00 p.m.,
- the unit is being shown to prospective tenants once the current tenant has provided notice to terminate tenancy, or
- there are reasonable grounds to believe that a tenant has abandoned the unit.

A risk assessment must be undertaken before to ensure the building and/or the situation is safe for staff to enter the unit.

Community Services will only enter the unit between the hours of 8:00 am and 8:00 pm except in an emergency situation. If during an emergency, a Community Services representative must enter the unit, he/she is to be accompanied by a witness (i.e. a member of Kwanlin Dün administration, or an emergency responder). The tenant shall be notified in writing of the reason for the emergency entry.

Neither Community Services nor the tenant will change (alter or add to) the locks or access to the unit without first receiving the other party's written permission.

### 2.0 Inspection Reports as required under the Residential Landlord and Tenants Act (Yukon)

All inspection reports will include:

- the general condition of the unit and property,
- the date of the inspection,
- photographs of the unit and property on the date of the inspection, and
- signatures of the inspector and the tenant.

### 3.0 Annual Inspections

Community Services will arrange for an annual inspection of all units. Community Services will notify the tenant one week in advance to confirm the date, time and purpose of the visit. The tenant will receive a phone call the day before to remind them of the inspection and the tenant will be encouraged to be present. It is important that tenants sign off on the inspections along with the Community Services official. Community Services may enter the unit under the provisions of section 1.0 outlined on page 23, if the tenant is not available.

A report will be written on the condition of the unit and the property, repairs and willful damage or neglect on the part of the tenant will be noted. A copy of the inspection report will be placed in the tenant's and the building's file.

#### *4.0 Inspection Prior to Move-In*

The purpose of the move-in inspection is to evaluate the condition of the unit and:

- confirm the condition of the unit before the tenant takes occupancy in order to be able to assess changes in the condition of the unit when the tenant ultimately vacates the unit,
- review operational aspects of the unit (e.g. heating system) with the tenant, and
- allow the tenant to ask questions.

Community Services will complete a unit condition inspection report to document the condition of the unit, including deficiencies. The report will be reviewed and signed by both Community Services and the tenant. A copy of the report will be given to the tenant within 14 days of completion and a copy will be placed in the tenant's file.

#### *5.0 Move Out Inspection*

##### *a. Purpose of Inspection*

The purpose of the inspection is to evaluate the condition of the unit and to determine which repairs are required

- to return the unit to a condition, and
- as a result of willful damage or neglect on the part of the tenant, their guests or their pets.

##### *b. Timing of Inspection*

A move-out inspection will be completed by Community Services and the tenant on the day the tenant vacates the unit or on another mutually agreed upon day.

The tenant must be present for the inspection. Failing to participate may result in the tenant losing the right to dispute charges for repairs required as a result of willful damage or neglect.

##### *c. Unit Inspection Report*

Community Services will complete a unit condition inspection report signed by Community Services and the tenant. The tenant will be given a copy of the report within 7 days of completion and a copy will be placed in the tenant's file.

#### *d. Willful Damage or Neglect*

If the inspection confirms repairs are required as a result of willful damage or neglect by the tenant, Community Services will notify the tenant in writing, of the cost of the repairs. Please refer to section 6.0, Tenant Damage (below).

**The tenant must be present during the move out inspection.**

### *6.0 Tenant Damage*

Community Services may, for emergency reasons, enter the unit to examine its condition with 24 hours written notice to the tenant.

All tenants are responsible for costs to repair damage that is a result of willful damage or neglect by the tenant, their guests, other tenants of the unit and their pets. In such cases the following procedures will apply:

- Community Services will do an inspection and prepare a written report to confirm the repairs required as a result of willful damage or neglect. The report will include an estimated cost of labour and materials to carry out the repairs.
- Within five days of receiving the inspection report, Community Services will issue a notice of tenant damage to the tenant confirming the damage and the necessary repairs. Options to repay the cost of repairs will include:
  - use of the security deposit, if the parties both agree to same, with the tenant to top up the security deposit within an agreed upon time, or
  - the tenant can pay the cost of repairs in full within 30 days of the date of the notice or, enter into a repayment agreement with Community Services. This latter option will be used if the cost of the damage exceeds the security deposit. When a repayment agreement is entered into, the tenant will pay a minimum of 15 percent of the estimated repair costs by cash, money order, certified cheque or pre-authorized debit or e-transfer on the date the agreement is signed.

If the tenant does not address the repair costs for willful damage or neglect as noted in (a) or (b) above, Community Services will initiate termination procedures (as per Section X, Termination of the Tenancy Agreement and the RLTA). All cases of tenant damage will be recorded in the tenant's file.

#### *Tenant Damage Confirmed During Move-Out Inspection*

When repairs are required as a result of willful damage or neglect as noted during the move out inspection, Community Services shall notify the tenant in writing of the amount of the repairs and request approval to apply the security deposit toward the cost of the repairs. The tenant can agree to the use of the security deposit or pay the cost of repairs in full within 15 days of the date of the notice, or enter into a repayment agreement with Community Services. If the tenant declines to approve the use of the security deposit, Community Services will take an application with the appropriate entity under the *Residential Landlord and Tenant Act (Yukon)* or applicable

Kwanlin Dün legislation for release of the security deposit to Community Services. In the event there are damages to the unit and the tenant fails to give a forwarding address, Community Services will keep the security deposit.

If repair costs exceed the security deposit or the tenant does not agree to apply the security deposit to these costs, Community Services shall:

- forward written confirmation to the tenant requesting payment of the repair costs,
- hold the security deposit until the repair cost is paid in full,
- note the value of the repair costs as an account owing against the former tenant, and
- pursue collection processes.

When the former tenant is charged for the cost of repairs that has been deemed to be the result of willful damage or neglect, the former tenant will not qualify for Kwanlin Dün housing programs until such costs have been repaid in full or where a successful repayment agreement has been in place for at least six consecutive months.

## *7.0 Damage Due to Vandalism*

When damage has occurred to the rental unit and or property as a result of vandalism, the tenant shall immediately file a police report and contact Community Services. If the RCMP confirms that vandalism is the cause and not the fault of the tenant, Community Services will cover the costs of the repairs.

## Section VIII Miscellaneous

### 1.0 Emergency Housing

Emergency housing may be offered to a Kwanlin Dün tenant based on the situation. Whether or not a situation is an emergency, will be solely at the discretion of Community Services. For example, Community Services may be able to offer emergency housing to a tenant who has experienced an unforeseen occurrence beyond their control, such as a house fire or the need to flee from domestic violence, or some other reason that leaves them homeless.

If a situation is deemed to be an emergency, Community Services may offer the applicant a vacant house, if housing stock is available. A house that has already been allocated to another tenant will not be offered as emergency housing.

If the tenant(s) accepts the emergency housing offered to them, a tenancy agreement with Community Services will be signed for a designated period of time, not to exceed six months. The tenant will be obligated to accept the same conditions of the agreement set out under the Responsibilities of Tenants (page 8) of this policy and will make arrangements for fuel and utility services under their own existing accounts.

Emergency housing will be offered for a period of up to six months from the date the agreement is signed. Before the end of the allotted time frame, the tenant will need to apply for housing through the regular housing allocation application process.

If the tenant(s) refuses the house offered to them, they will not be offered another house. The tenant will submit an application for housing through the application process outlined in Section II of this policy. Community Services will send a written notification to the tenant within 14 days of the refusal stating that the department has attempted to secure emergency housing and the tenant refused the offer. The tenant will be responsible for finding their own accommodation.

### 2.0 Noise

All tenants must ensure that the rights of other tenants to peace, quiet and the enjoyment of their home and community is not diminished due to excessive noise (such as loud music or barking dogs). Kwanlin Dün requires tenants to abide by the City of Whitehorse By-law 2011-03 (the Maintenance By-law Sections 42- 44 Noise).

If a tenant fails to abide by Sections 42- 44 of the by-law, there may be grounds for Community Services to proceed with a termination of the tenancy agreement as set out in this policy (Section X, Termination of the Tenancy Agreement).

If the tenants of a rental unit are identified as disrupting the neighbours or the community at large because of traffic, noise or parties, with such disruption to be determined at the sole discretion of Community Services, the tenant shall be provided with a warning letter detailing the issue and stating that if another letter be received within 6 months, the tenancy may be in jeopardy. A second notice sent within a 6-month timeframe shall cause the termination of the tenancy.

*City of Whitehorse By-law 2011-03 (the Maintenance By-law)*

*Further, within City of Whitehorse limits, the tenant shall ensure to be in compliance with all applicable City of Whitehorse Bylaws including the following:*

*Section 42 - anyone making noise or sounds that disturbs the quiet, peace, rest and enjoyment, comfort or convenience of the neighbourhood shall be deemed to have contravened the provisions of the by-law.*

*Section 43 – construction equipment shall not be operated between the hours of 11:00 p.m. and 7:00 a.m. except with the permission of the City Manager or City Engineer.*

*Section 44 – no person shall shout or use a megaphone or other noise making device in or on public streets or other public places within the City of Whitehorse with having obtained a permit from the City Manager or the Manager of Bylaw Services.*

### 3.0 Pets

Kwanlin Dün may allow the keeping of a pet (cat or dog) in a rental unit in accordance with this policy, providing that a safe and sanitary environment is maintained for all tenants, staff and the general public, and that the physical condition of the unit and surrounding property is preserved.

This policy does not apply to service or assistance animals and does not limit or impair the rights of persons with disabilities.

A pet may be kept in a Kwanlin Dün rental unit if the tenant:

- a. has the written approval from Community Services,
- b. has provided proof that City of Whitehorse Animal Control Bylaw 2001-01 requirements regarding pet licensing, vaccinations and controls have been complied with,
- c. has provided Community Services with proof that the pet has been spayed or neutered.

A tenant who has approval to keep a pet in a Kwanlin Dün rental unit must:

- not keep more than two pets unless a special permit for a third animal has been issued by the Manager of By-law Services,
- ensure that the pet wears a tag displaying the name, address and telephone number of the tenant,
- not allow the pet outside the unit or property unless the pet is on a leash and under control of the owner,
- not tie up or chain their pet outside where the pet barks incessantly
- keep their unit and surrounding area free of pet odors, insect infestation, pet waste and litter, and maintain the unit in a sanitary condition at all times,
- collect and properly dispose of their pet's waste

- ensure that the rights of other tenants to peace and quiet, enjoyment, health and safety is not diminished because of the tenant's pet.
- not own a wild animal (with the designation of 'wild animal' to be at the sole discretion of the Director)
- register any exotic pet with By-law Services.

If Community Services receives a complaint about a tenant's pet, an investigation will be conducted and if warranted, the tenant will be given the 30 days' notice to comply. Failure to comply with this notice may be taken as a breach of the tenancy agreement, and the tenant will be asked to find the pet an alternate home. Failure to do so may lead to a termination of the tenancy, as per Section X, Termination of the Tenancy Agreement.

#### 4.0 *Unlicensed Vehicles*

Kwanlin Dün is committed to a safe and clean community with respect to its rental houses and apartments. Due to potential safety hazards and the fact that junked vehicles are unsightly, a tenant may not keep or store any type of vehicle including cars, trucks, motorcycles, motor homes, recreational vehicle, etc., on the rental property without a current and valid vehicle registration or license plate in accordance with the *Yukon Motor Vehicles Act*.

A tenant who wishes obtained a business license to repair, restore or store automobiles on their rental property must first seek permission from Community Services. The tenant must comply with the environmental provisions of the *Kwanlin Dün Lands and Resources Act* and adhere to all City of Whitehorse By-laws.

The tenant will not keep any motor vehicle or portion of a motor vehicle on the rental premises which is not under active repair by the owner.

The tenant will supply Community Services with vehicle registration and insurance documentation for any vehicles on the premises when asked to do so for the duration of the tenancy agreement.

If a tenant fails to abide by this section of the policy, By-law Services will provide the tenant with notice that the unlicensed vehicles must be removed from the property within one month.

The tenant will be responsible for the cost of vehicle removal and the clean-up of environmental contamination as the result of parked vehicles.

#### 5.0 *Subletting*

The renting of housing units is subject to a wait list and the other terms of this policy. Sub-letting of units **will not be permitted** by the landlord, as any such sub-letting would not be reasonably fair to those other applicants. Any attempt to sub-let will be met with the termination of a tenant's lease and the tenant will not be eligible to rent another Kwanlin Dün

home. As Kwanlin Dün is considered a 'housing agency', the requirement of the *Residential Landlord and Tenant Act* to reasonably permit subletting does not apply.

## 6.0 *Moving between Rental Units*

### a) Moving at the request of the tenant

An existing tenant who occupies a Kwanlin Dün rental unit and wishes to move to an alternate rental unit, will submit an application to Community Services as outlined in this housing policy. With the exception of a tenant who is living in overcrowded conditions (as defined on page 31) the tenant's application for an alternate rental unit will be considered equally with all other applications as per the eligibility and prioritization criteria noted in the application section of this policy.

If the transfer application is approved, the tenant will sign a new tenancy agreement and will be responsible for any costs associated with the move.

### b) Over-crowded household

If the number of permanent tenants in the unit is greater than the number of bedrooms required by the National Occupancy Standards definition, the household is considered to be under housed. National Occupancy Standards states the number of bedrooms a household requires is based on the household size and composition. Transfer of the tenant will be confirmed with a minimum of 60 days written notice. Community Services will complete a home visit with the tenant to confirm the details and timing of the transfer/relocation. A new tenancy agreement will be signed for the replacement unit.

### c) Downsizing a household

If the number of permanent tenants in the unit is less than the number of bedrooms required by the household (i.e. 1 person in a 4-bedroom home), that individual may be asked to down-size to a smaller home to enable a larger family to have ample room. Transfer of the tenant will be confirmed with a minimum of 60 days written notice. Community Services will complete a home visit with the tenant to confirm the details and timing of the transfer/relocation. A new tenancy agreement will be signed for the replacement unit.

## 7.0 *Temporary Absence – House Sitting*

If a tenant is away from the unit for a period of 7 consecutive days between May 1<sup>st</sup> and September 30<sup>th</sup> or 24 hours between October 1<sup>st</sup> and April 30<sup>th</sup> during the winter months the tenant must arrange for a responsible adult person with the experience to adequately care for the unit, to house-sit during their absence to ensure the unit remains protected against weather and vandalism, and maintained in good order. The house sitter must provide a letter of reference to give Community Services the assurance that he/she is a responsible person. This is a requirement of the Kwanlin Dün housing insurance policy.

The house sitter will not have security of tenure, meaning the house sitter does not have rights to the rental unit.

During the temporary absence, the tenant will be responsible for:

- paying all housing costs including rent, hydro and other services,
- ensuring that the house sitter abides by the terms and conditions of the tenancy agreement,
- paying the cost of repairing any willful damage or neglect to the unit that occurs during their absence.

The tenant will provide Community Services with contact information (telephone and mailing address) for the period of their absence. The maximum period of time for the tenant to be absent from the rental unit is 1 month unless otherwise permitted by Community Services. Exceptions may be made if the tenant has gone outside of Yukon for school or medical care.

If the house sitter fails to abide by the terms and conditions of the tenancy agreement, Community Services will contact the tenant to confirm the breach. If the breach is not resolved within 7 days the house sitter will be required to vacate the unit and the Tenancy Agreement will be terminated.

If the tenant is not able or willing to pay the housing costs or arrange for regular care of the unit as noted above, it will be considered a breach of the tenancy agreement and the termination provisions of this policy will apply.

Failure by a tenant to inform Community Services of an absence will result in the tenant being charged for any cost required to secure the unit or repair damages that occur during their absence. Community Services will invoice the tenant for the cost of the repairs (labour and materials).

## ***8.0 Out of Town or Absent Renters***

If a tenant is away from a rental unit for any period of time and the unit becomes a source of disruption to neighbours or the community because of a violation of noise by-laws (see paragraph 1 Section (IX)) or other activities by individuals left in the unit, the tenant shall receive a written warning that the next such incident could lead to termination of the tenancy and eviction.

If a second disruption occurs within the next following 6 months of receiving the initial notice, Community Service will send the tenant notice terminating the tenancy.

## ***9.0 Abandoned Units***

A unit shall be considered abandoned if left unattended for a period longer than 7 consecutive days between May 1<sup>st</sup> and September 30<sup>th</sup> or 24 hours between October 1<sup>st</sup> and April 30<sup>th</sup> unless a written notice from the tenant has been provided to Community Services. This is a requirement of the Kwanlin Dün housing insurance policy.

Community Services shall issue a preliminary notice to the mailing address of the house and take at least one of the steps listed below to confirm that the tenant has permanently abandoned the unit:

- visit the unit on 2 separate occasions (once during the day and once during the evening) and not being able to contact the tenant, or
- make 2 attempts to contact the tenant or an alternate contact provided by the tenant, or
- contact neighbouring tenants to confirm the tenant has not occupied the unit in the past seven days.

If the tenant continues to make the monthly rent payments and Community Services is able to contact the tenant and confirms (in writing) that the tenant intends to return to the unit, Community Services may deem the vacancy to be reasonable and may permit the tenancy to continue.

Then

- it is the tenants' responsibility to arrange and pay for the care of the unit during their absence (regular maintenance and repairs, uninterrupted supply of heat and power, etc.),
- if care is not arranged or carried out and Community Services must take action to secure the unit, Community Services shall charge the tenant with all costs incurred,
- any repairs that are a result of the unit being left unoccupied during the tenants' absence shall be the responsibility of the tenant.

If the tenant leaves a unit without arranging for a responsible adult house sitter, and damage occurs to the unit during their absence (i.e. water lines freezing), it will be considered to be a breach of the tenancy agreement and grounds for termination of the tenancy agreement. The tenant will receive 14 days' notice to terminate tenancy as stated in Section X, page 35.

Once the unit has been considered abandoned, Community Services will take the following steps:

- re-enter and secure the unit, which may include changing the locks and taking whatever steps are required to safeguard the asset,
- post a 14-day eviction notice for substantial breach on the door of the unit and send same by regular mail to the address of the unit,
- if necessary, seek an order of possession from the Director of Residential Tenancies, and
- after the 14-day period has expired, and provided the Tenant has not appealed the eviction within the timeframe required by the *Residential Landlord and Tenant Act*.

If the former tenant has left personal property in the unit or on the property, the following shall apply:

- Community Services shall seek authorization pursuant to the *Residential Landlord and Tenant Act* to remove the property.

- Community Services shall apply to the Residential Tenancies Office (RTO) for an Order of Possession and an Order of Abandonment in order to remove, sell or dispose the former tenants' personal property. Otherwise the landlord may itemize and store the items until such time as an RTO order is obtained or the tenant has returned to claim the items. The landlord should keep a written and photographic inventory of the items to document their condition. The law requires the landlord to exercise reasonable care and ensure the property is not damaged, lost or stolen when it is removed and stored.
- Community Services shall invoice the former tenant for the cost of removing their personal property and other related charges.
- Community Services shall post a notice on the front door of the unit to notify the former tenant that the personal property has been removed and provide contact information for the former tenant to reimburse Community Services for costs related to removal of personal property.
- If the former tenant does not contact Community Services to reclaim their personal property within the 30-day period, Community Services may dispose of the property.
- Community Services shall maintain the written and photographic inventory and details of the disposal of the property for two years following the date of disposal.

If Community Services removes, sells or otherwise disposes of the property, it may deduct from the proceeds:

- any amount owing to the landlord under the tenancy agreement,
- the cost of removing, storing, selling or disposing of the property, or
- the storage of the possessions would be unsafe.

Any proceeds that remain after Community Services has deducted money for the removal, storage or disposal of the personal possessions shall be paid to the owner of those possessions.

If the tenant who left the property does not claim the proceeds from the sale within 6 months, Community Services must forward the proceeds to Finance for deposit in the consolidated revenue fund.

If Community Services removes, sells or otherwise disposes of possessions under this section, the department shall not be liable in any actions taken by the tenant who left or owned the property respecting the removal, sale or disposition.

If Community Services incurs expenses, including but not limited to, repairs and the cost of the removal of the personal property, Community Services shall make application to Yukon Government to retain the security deposit to cover such costs.

When the security deposit is insufficient to cover these costs, Community Services shall:

- forward written confirmation to the former tenant to seek repayment of the outstanding repair and other costs,
- note the value of the repair costs as an account owing against the former tenant, and
- pursue collection processes.

If the former tenant is charged for repairs and other costs as a result of abandoning the unit, the former tenant shall not qualify for Kwanlin Dün housing programs until such costs have been repaid in full.

## 10.0 Insurance

Kwanlin Dün will provide third party liability insurance and building insurance (protection against damage to or loss of the unit by fire or other perils). Kwanlin Dün will be designated as the beneficiary under the insurance policy and any proceeds from the insurance policy will be directed to Kwanlin Dün.

Kwanlin Dün's insurance policy clearly states that homes must not be left unattended for a period longer than 7 consecutive days between May 1<sup>st</sup> and September 30<sup>th</sup> or 24 hours between October 1<sup>st</sup> and April 30<sup>th</sup>. The tenant shall advise Community Services, in writing, of their absences so the home can be monitored during that time period.

The tenant must obtain and pay for insurance to cover contents and personal belongings. Not obtaining appropriate insurance coverages will be considered a breach of the tenancy agreement. Kwanlin Dün is not responsible for the contents of the unit or the tenants' personal belongings.

## 11.0 Divorce or Separation

When a couple who are co-tenants separate, the tenancy shall be considered terminated on the following terms:

- if the renting family has children, that Community Services will enter into a new lease concerning the unit with the individual who has custody of the children on a case by case basis,
- in the case where a non-citizen co-tenant has custody of children who are Kwanlin Dün citizens that, despite any requirement of this policy, such individual will be permitted to enter into a lease for the rental unit, but that such lease will be terminated upon the last child who is a Kwanlin Dün citizen reaching 18 years of age, and
- if the renting family does not have children, Community Services may, at its discretion, enter into a new lease concerning the unit with either of the parties without returning the party to the waiting list, provided that the party meets the eligibility requirements for the rental unit. Community Services may, in its discretion, place a separated individual in another unit that is better suited to the individual and place the vacated unit back into the rental stock.

For the purposes of this section, a couple will be considered to be separated upon a co-tenant moving out of the rental unit for 30 days, uninterrupted, for a reason of separating from their partner.

The co-tenants shall give notice to Community Services of any such separation and the failure to report such separation shall be deemed a breach of the tenancy agreement and an eviction may result.

Any outstanding arrears owing by the couple to the date of the termination of the tenancy pursuant to this section will be divided between the couple to be considered owing immediately.

### *12.0 Death of a Tenant*

All homes administered by Community Services will be returned for reallocation upon the death of a tenant. When a tenant dies, the rental housing unit will remain vacant for a period of 3 months to facilitate the grieving period and to allow time for the deceased's belongings to be removed.

An additional three months may be granted on a case by case basis at the discretion of Community Services.

The family or the estate of the deceased will be responsible for paying the rent and the utilities.

If the deceased tenant is survived by a non-Kwanlin Dün spouse and children who are Kwanlin Dün citizens, despite any requirement of this policy, the spouse may be permitted to enter into a lease for the rental unit, but that such lease will be terminated upon the last child, who is a Kwanlin Dün citizen, reaching 18 years of age.

Once the allotted time period has elapsed, the unit will be returned to the housing stock and prepared for allocation by the Housing Allocation Committee.

### *13.0 Existing Tenant who owns another House or Residential Property*

When an existing tenant who occupies a Kwanlin Dün rental unit and who has existing arrears becomes the owner of another house or residential property, he or she will immediately be required to advise the Kwanlin Dün First Nation. Upon Kwanlin Dün learning of the ownership of a house or property by an existing tenant, the tenant will be given three months' notice, or a notice for a period of time set out in an agreed upon arrears repayment schedule, to vacate his or her unit provided by Kwanlin Dün. If the tenant pays the outstanding arrears within the notice period provided, the notice to vacate will be voided.

### *14.0 Amendments to Forms*

When required, Community Services may make amendments to the housing application and other related forms. Amended forms will be available at the Community Services offices.

## Section IX Terminating the Tenancy Agreement

### 1.0 Termination of the Tenancy Agreement by the Tenant

The tenant may terminate the tenancy agreement by giving Community Services written notice one full month prior to the date they expect to leave. The notice will confirm the date that the tenant will vacate the unit, and the tenant's agreement to pay rent and other housing charges in full as required under the terms of the tenancy agreement until the end of the calendar month.

### 2.0 Termination of the Tenancy Agreement by Community Services with Cause

#### a. Introduction

Terminating a tenancy with cause means that Community Services can terminate the tenancy agreement and evict the tenant, if the tenant has failed to live up to their obligations.

An eviction will only be used when all other options have failed (including interdepartmental case management). There are no restrictions on winter termination.

#### b. Ending a Tenancy with cause

Community Services shall terminate the tenancy agreement with cause if the tenant:

- is not paying rent or rental arrears,
- is using the home to conduct illegal or criminal acts,
- produces excessive noise and disturbs the neighbours, (see 2.0 Noise, page 27)
- has willfully or negligently caused significant damage to the unit or common areas,
- has ceased to be a Citizen of the Kwanlin Dün First Nation,
- has abandoned the property,
- has breached any term of the tenancy agreement, or this policy,
- has committed any breaches found in section 52 of the *Residential Landlord and Tenant Act*, and has not remedied same upon reasonable notice of Community Services

### 3.0 Notice to Terminate the Tenancy Agreement

Termination will only be used as a last resort when all other options have failed.

Community Services shall give the tenant 14 days written notice to end the tenancy where a tenant has committed a substantial breach of the Tenancy Agreement as described above in 2.0(b).

A 14-day notice for substantial breach of the tenancy agreement must be given to the tenant in writing, must be signed by Community Services and must be in the form provided by the Director of Residential Tenancies. The notice must identify the premises, state that the tenant did breach the tenancy agreement, and state the date that the tenancy will end. A tenant must have a full 14 days before he has to move. The first day of the notice period is excluded, but the last day is

included in the 14-day count. The tenant must be given a reasonable time to fix the issue before proceeding to an eviction.

Notice by either the landlord or the tenant can be given in person or sent by registered mail to the other party. If sent by registered mail, it will be deemed to have been given on the fifth day after the date of mailing.

If the tenant objects to the 14-day notice and wants to take the matter further, he must make an application for dispute resolution to the Director of Residential Tenancies pursuant to the *Residential Landlord and Tenant Act*.

#### 4.0 *Recovery of Costs*

Upon termination of the tenancy agreement, Kwanlin Dün may apply to the Residential Tenancies Office to recover costs incurred as a result of enforcing the order of possession. The tenant shall be held responsible for rent arrears and any other expenses that Kwanlin Dün incurred as a result of the termination of the agreement.

#### 5.0 *Eviction Process*

If the tenant is being asked to leave for a substantial breach of the tenancy agreement, the tenant must vacate the unit within 14 days of receipt of an eviction notice.

If the tenant is being asked to leave for any other reason, the notice will be given in accordance with the *Residential Landlord and Tenant Act (Yukon)*, as amended.

If the tenant does not vacate the unit by the required date, Kwanlin Dün may apply to the Director of Residential Tenancies to obtain an Order of Possession authorizing the Sheriff to remove the tenant and their belongings from the home.

Within 24 hours of the tenant vacating the unit, Community Services will arrange a move-out inspection to evaluate the condition of the unit and may charge the tenant for any damage to the unit beyond normal wear and tear, as demonstrated through a comparison of move-in and move-out inspection reports. (Section VIII)

Personal property left in the unit by the vacating tenant will be dealt with in accordance with the Order of Possession (disposal or sale of abandoned goods).

#### 6.0 *Safer Community and Neighborhoods*

Kwanlin Dün has entered into an agreement with the Yukon Government regarding the *Safer Community and Neighborhoods Act (SCAN)* making all rental units subject to the SCAN legislation. Tenants who are found in breach of the legislation may be subject to eviction proceedings.

## Section X Appeals

The terms and conditions outlined in this policy are in compliance with the provisions of the *Residential Landlord and Tenant's Act (Yukon)* and the laws of general application. Please note: where there is a discrepancy between this policy and the *Residential Landlord and Tenant Act (Yukon)*, the *Residential Landlord and Tenant Act (Yukon)* will prevail.

### 1.0 Appeals

The tenant may appeal a termination decision issued from Community Services by contacting the Residential Tenancies Office (Yukon Government) at **667-5944** or dropping by **307 Black Street**, to request the Director of Residential Tenancies review and decide upon the termination. Such a request must be made within 5 days of receipt of the termination notice.