

HUU-AY-AHT FIRST NATIONS



SOCIAL HOUSING REGULATION

OFFICIAL CONSOLIDATION
Current to December 18, 2014

Provisions of the *Financial Administration Act*, HFNA 7/2011, relevant to the enactment of this regulation: sections 80, 81 and 82.

REGISTRY OF LAWS CERTIFICATION

I certify that the *Social Housing Regulation* was passed by Executive Council on:

March 30, 2012



Chief Councillor Jeffrey Cook

I certify that the *Social Housing Regulation* is enacted as law on:

March 30, 2012



Ta'yii Hawilth Derek Peters

I certify that the *Social Housing Regulation* came into force on:

March 30, 2012



Law Clerk Connie Waddell

REGISTRY OF LAWS CERTIFICATION

Certified True Copy

I certify that the *Social Housing Amendment Regulation, 2013* was passed by Executive Council on:

Mar 28/2013

Chief Councillor Jeff Cook

I certify that the *Social Housing Amendment Regulation, 2013* is enacted as law on:

Mar 28/2013

Ta'yii Hawilth Derek Peters

I certify that the *Social Housing Amendment Regulation, 2013* came into force on:

Deborah Smith

Mar 28/2013

Law Clerk Connie Waddell

SOCIAL HOUSING REGULATION

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Purpose

- 1 This regulation applies to all existing and future social housing units on Huu-ay-aht Lands and is enacted to establish a fair and effective framework to provide quality, affordable housing to Huu-ay-aht citizens in need.

Definitions

- 2 (1) In this regulation:
 - “**Act**” means the *Financial Administration Act*;
 - “**CMHC**” means the Canadian Mortgage and Housing Corporation;
 - “**dependant**” means any of the following in the care of a responsible adult:
 - (a) an individual under 19 years of age;
 - (b) another adult who is dependent on the care of the responsible adult;
 - “**family unit**” means a group of individuals consisting of at least one parent and forming a distinct economic unit;
 - “**guest**” means an individual permitted by a tenant to be in or around the tenant’s social housing unit;
 - “**low end of market rent**” means the low end of market rent for comparable units as determined by CMHC and is the maximum rent applicable to pre-1997 CMHC housing units;
 - “**low-income cut-off**” or “**low income**” means the income levels set by Statistics Canada to define low-income individuals and families for different regions of Canada;
 - “**manager**” means the manager of the independent housing authority or other public officer designated by the Executive Director who is assigned responsibility for administering social housing in accordance with this regulation;
HFNA 10/2013, s. 1
 - “**marriage-like relationship**” means a relationship between two individuals, including a relationship between individuals of the same gender, who publicly represent each other as their spouse;
 - “**pensioner category**” means a social housing list category of Huu-ay-aht citizens and other eligible individuals who are at least 60 years of age;
 - “**program year**” means a 12 month period between April 1 of one year and March 31 of the following year;
 - “**social housing clerk**” means a public officer responsible for assisting the manager in the administration of the social housing program;
 - “**social housing list**” means an annual list containing the names of individuals who have applied for social housing units;
 - “**tenant**” includes an individual who signs a rent-to-own residential rental agreement.
- (2) For greater certainty,
 - (a) the names on a social housing list in a given year do not carry over to the social housing list for the following program year, and

- (b) individuals must apply each year to have their names added to the social housing list in order to be considered for a social housing unit in that program year.

Manager may delegate

- 3 The manager is responsible for administering the social housing program and this regulation, but may delegate one or more of the manager's duties to
 - (a) a social housing clerk, or
 - (b) an independent qualified home inspector.

Eligibility to live in or take possession of social housing

- 4 (1) Subject to this regulation, HUU-AY-AHT citizens and other eligible individuals have a right to live in social housing units provided that each year they either
 - (a) apply for social housing units, or
 - (b) renew their residential rental agreements.
- (2) Subject to HUU-AY-AHT legislation and any applicable CMHC operating agreement, individuals occupying social housing units may apply for residential leases for those units.

Applying for social housing

- 5 (1) The following are eligible to apply for social housing units:
 - (a) HUU-AY-AHT citizens who are at least 19 years of age;
 - (b) individuals who
 - (i) have at least one dependant who is a HUU-AY-AHT citizen, or
 - (ii) are spouses of HUU-AY-AHT citizens,and who have previously been approved to live in social housing units.
- (2) Individuals eligible under subsection (1) may apply to the manager for social housing units before March 1 each year, by
 - (a) submitting applications as set out in Schedule A, and
 - (b) providing documentation satisfactory to the manager of their gross annual income.
- (3) On receiving an application for a social housing unit the manager must mark the date of receipt on the application and return a dated copy of it to the applicant.
- (4) To maintain their eligibility for social housing, applicants who do not receive a social housing unit in a program year must re-apply each following program year.
- (5) The manager must make every effort to notify applicants of the requirements of subsection (4).
- (6) Applicants for social housing
 - (a) are responsible for informing the manager of any changes in their personal information, and
 - (b) must advise the manager of any changes in their status that may affect their applications for social housing units.
- (7) Applicants are responsible for ensuring their social housing applications are complete.

Manager acknowledgement of application

- 6** (1) As soon as practicable after receiving an application under section 5, the manager must review the application and notify the applicant that the application
- (a) is complete,
 - (b) is incomplete and will not be reviewed further until specified information is provided, or
 - (c) will not be considered because the applicant is ineligible for social housing.
- (2) The manager must notify an applicant as soon as practicable whether the applicant will receive a social housing unit.

Renewing rental agreement for social housing

- 7** (1) By March 1 each year, tenants in social housing units must
- (a) apply to renew their residential rental agreements, and
 - (b) if required by the residential rental agreement, provide the manager with documentation satisfactory to the manager of their gross annual income.
- (2) If tenants under subsection (1)
- (a) are not in arrears on their rent at the time of their application to renew,
 - (b) have kept their units in good repair throughout the previous year, and
 - (c) have complied with the terms and conditions of their residential rental agreements,
- the manager must continue their social housing unit allocations.
- (3) If tenants under subsection (1) are in arrears on their rent, the manager may allocate them the same unit, or a different unit if they choose to move, provided that
- (a) they agree in writing to a repayment schedule for the arrears, and
 - (b) the manager approves the terms of the repayment schedule.

Social housing list

- 8** (1) If there are insufficient social housing units available in a program year to accommodate new social housing applicants, the manager must prepare a social housing list.
- (2) The social housing list remains in effect until March 1 of each program year.
- (3) The purpose of the social housing list is to prioritize applicants for social housing units if they become available during a given program year.
- (4) If, after all applicants on the social housing list are provided with social housing units there are surplus social housing units, the manager may reopen the application process in the same program year.
- (5) The social housing list must include the following categories:
- (a) applicants on social assistance;
 - (b) low income applicants not on social assistance;
 - (c) applicants with income above the low-income cut-off for the Bamfield/Anacla area, as specified by the manager.

- (6) An individual may apply to change categories by notifying the manager in writing, in the form established by the manager, and must include the reason for the requested change in category.
- (7) If the manager becomes aware of a change to an applicant's status the manager may notify the applicant of that change.

Assessment of applicants on social housing list

- 9** (1) The manager must review social housing applications from applicants listed in the categories set out in section 8 (5) and consider both of the following:
 - (a) how many dependants each applicant has;
 - (b) the amount of any rental arrears each applicant owes to the Huu-ay-aht.
- (2) The manager may
 - (a) encourage applicants whose gross annual income is greater than the relevant low-income cut-off to apply for a residential lease for the purpose of self-financing the construction a home elsewhere on Huu-ay-aht Lands, and
 - (b) provide the applicant with relevant background information.

Process for allocating social housing

- 10** (1) After assessing the social housing applications in accordance with section 9 and verifying the applicant's gross annual income, the manager must assign each applicant a point score in accordance with the Table in Schedule F.
- (2) The manager must make every reasonable effort to allocate the social housing units remaining after renewing tenants are allocated units under section 7, to applicants on the social housing list in order of points scored and in the following priority:
 - (a) applicants on social assistance;
 - (b) low-income applicants who are not on social assistance;
 - (c) applicants who receive income above the low-income cut-off for the Bamfield/Anacla area as specified by the manager.
- (3) Despite subsections (1) and (2), the manager must make every reasonable effort to
 - (a) match the number of vacant bedrooms in a social housing unit to the number of individuals in each applicant's family to ensure there are no vacant bedrooms in any unit, and
 - (b) match the vacant units or vacant bedrooms to those applicants most in need, when allocating social housing rooms or units.
- (4) When allocating social housing rooms or units, the manager
 - (a) may encourage individuals on the social housing list to reside with a relative or friend to ensure that the number of tenants in a unit matches the number of rooms, and
 - (b) must consider the level of crowding present in each unit and ensure that the maximum number of individuals per room does not exceed the limits outlined in the following Table:

Number of bedrooms	Number of individuals
1	2
2	4
3	6
4	8

- (5) For the purpose of identifying the maximum number of individuals eligible to reside in a unit, children less than one year old are not counted, and children under 10 years old are counted as half an individual.
- (6) Despite subsection (5), the manager may permit a family unit to exceed the limits set out in the Table in subsection (4) (b) if there are no other reasonable housing alternatives for that family unit.

Process if unit becomes vacant

- 11** (1) If a tenant vacates or is evicted from a social housing unit before the end of a program year, the manager must allocate the unit to the next qualified applicant on the social housing list, subject to
- (a) the criteria set out in section 10, and
 - (b) the room requirements of the applicant.
- (2) An applicant under subsection (1) whose room requirements match the number of rooms in a vacant unit has priority for that unit.
- (3) A tenant who vacates or is evicted from a social housing unit forfeits any rights he or she may have at law to the unit or to any underlying property interest in the unit.
- (4) Any legal right to the social housing unit and any underlying property interest in the unit under subsection (3), revert to the Huu-ay-aht.

Process if room in unit becomes vacant

- 12** (1) If a bedroom in a social housing unit that is not a rent-to-own unit becomes vacant before the end of a program year, the manager must allow the other residents currently living in the unit one month in which to identify a potential replacement resident for that bedroom.
- (2) If an individual identified under subsection (1) is not on the social housing list, the individual must submit an application and if the manager approves that individual's application, the individual must sign a residential rental agreement before becoming a resident.
- (3) If the other residents under subsection (1) cannot identify a suitable replacement resident, the manager must make every reasonable effort to allocate the room to the next eligible applicant on the social housing list.
- (4) If a unit has a vacant room on the date this regulation becomes Huu-ay-aht law, the room may remain vacant.

Tenant council

- 13** (1) A tenant council is established and consists of at least 3 and not more than 7 social housing tenants appointed by the manager in accordance with this section.

- (2) Tenants who wish to sit on the tenant council must submit a written notice of intent to the manager.
- (3) If more than 7 tenants submit notices of intent to sit on the tenant council, the manager must provide an opportunity for each social housing tenant of voting age to vote for the members of the tenant council.
- (4) The 7 tenants under subsection (3) who receive the most votes may be appointed to the tenant council by the manager.
- (5) If fewer than 3 tenants submit notices of intent to sit on the tenant council, the manager must make every reasonable effort to attract additional tenants to sit on the tenant council.
- (6) The tenant council must meet with the manager at least once each year to review
 - (a) the method for setting rent for social housing units, and
 - (b) the social housing program generally.
- (7) If the tenant council proposes changes to the method for setting rent or to the amount of rent charged for social housing units, the tenant council must address the following in their proposal:
 - (a) the affect the proposed changes will have on the financial viability of the social housing program;
 - (b) whether the proposed changes comply with the terms and conditions of the relevant CMHC operating agreement;
 - (c) if all tenants have had the opportunity to provide input on the proposed changes;
 - (d) any additional considerations raised by the manager in providing input on the proposed changes.
- (8) At each meeting of the tenant council the manager must report on
 - (a) the financial status of the program, and
 - (b) all maintenance work performed on each social housing unit.
- (9) The manager may provide an honorarium of not more than \$25 per meeting to each tenant who sits on the tenant council.

Rent calculation and payment

- 14**
- (1) Rent for a social housing unit must be at least \$350 per month and must not be greater than the low end of market rent.
 - (2) Subject to subsection (3), monthly rent payments are set at the beginning of each fiscal year according to the following formulas:
 - (a) households with at least one working individual are assessed rent equal to 25% of the gross annual income, as verified annually;
 - (b) individuals in the pensioner category who are also collecting pensions are assessed rent equal to 12.5% of their pension income and the Huu-ay-aht must pay the remaining 12.5%
 - (c) individuals receiving social assistance pay the shelter portion of their social assistance.
 - (3) If tenants from the same family unit have income from more than one source, the rent assessed for a social housing unit is 25% of the total gross annual income from all the

sources of the family income provided the rent is greater than the minimum and less than the maximum rent established under subsection (1).

- (4) If a social housing unit is made up of individuals who do not form a family unit, then each individual will be assessed rent according to the formula outlined in subsection (2) provided the rent for the entire unit is greater than the minimum and less than the maximum rents established under subsection (1).
- (5) In accordance with the terms and conditions of the CMHC operating agreement for social housing, monthly rent may be adjusted throughout the year if
 - (a) a tenant's income decreases during that year, and
 - (b) the tenant applies in writing to the manager and provides written documentation satisfactory to the manager verifying the reduction in that income.
- (6) If a tenant's rent is decreased under subsection (5) and the tenant's income subsequently increases, the manager may increase the tenant's rent to the initial rental amount for that year.
- (7) Individuals signing a residential rental agreement may provide void cheques to enable automatic monthly payment of rent or complete a form as set out in Schedule B to authorize payment from their financial institution.
- (8) Tenants who are also government employees may have their rent automatically deducted from their pay to facilitate timely payment.

Residential rental agreements

- 15** (1) Residential rental agreements for social housing must
 - (a) not exceed 12 months, and
 - (b) terminate on March 31 each year.
- (2) The names of all individuals living in a social housing unit must be listed in the residential rental agreement and all permanent adult residents must sign that rental agreement.
- (3) Tenants may have guests in their units for up to 8 consecutive weeks.
- (4) If a guest exceeds the time specified in subsection (3), the guest is in trespass and the manager may do one or more of the following:
 - (a) give notice to the guest to vacate the rental unit;
 - (b) give notice to the tenant and guest to vacate the rental unit;
 - (c) charge additional rent provided the additional rent charged does not bring total rent for the unit to an amount greater than low end of market rent;
 - (d) if a guest is eligible for social housing, require the guest to sign a residential rental agreement for the unit.
- (5) If a guest under subsection (4) (d) does not sign a residential rental agreement, the guest must vacate the unit.
- (6) Tenants are not permitted to assign or sublet their social housing units.
- (7) A residential rental agreement must provide that the Huu-ay-aht holds all rights to the social housing unit and land

- (a) for the period for which the Huu-ay-aht holds the mortgage for a unit scheduled, by agreement, to become the tenant's property, at the end of the term of that mortgage, or after the tenant has paid a share of the mortgage equivalent to the value of the unit, or
 - (b) if the unit is not eligible to become the tenant's property.
- (8) In extenuating circumstances such as a death of the head of a family unit, the manager may
- (a) assign the residential rental agreement for a minimum period of 6 months on the terms and conditions the manager considers appropriate having consideration for the remaining individuals in the unit, or
 - (b) make other arrangements the manager considers appropriate for the remaining individuals in the unit.
- (9) Individuals who sign an agreement with the manager under subsection (8) are responsible for paying rent for the social housing unit.
- (10) The manager may
- (a) establish the form and content of residential rental agreements provided the terms and conditions are consistent with this regulation, and
 - (b) sign residential rental agreements on behalf of an independent housing authority or the Huu-ay-aht, as applicable.

Huu-ay-aht responsibilities

- 16** (1) Subject to subsection (5), the Huu-ay-aht is responsible for all of the following:
- (a) insuring against fire each social housing unit eligible for fire insurance;
 - (b) providing liability insurance;
 - (c) operating CMHC houses in the social housing program in accordance with the terms and conditions of the CMHC operating agreement;
 - (d) maintaining or replacing any of the following as required:
 - (i) roofs, flashings, eavestroughs;
 - (ii) exterior wall finishes including exterior painting and washing;
 - (iii) exterior doors and windows;
 - (iv) heating systems;
 - (v) domestic hot water tanks, septic tanks, tile beds;
 - (vi) kitchen facilities such as stoves and refrigerators, sink and faucet installations, counter tops and cabinets;
 - (vii) bathroom facilities such as toilets, sinks and fixtures, vanities, tubs and fixtures;
 - (viii) interior floor coverings;
 - (ix) laundry equipment if such equipment was included at the outset.
- (2) The manager may provide tenants with opportunities to
- (a) work on the maintenance or repair of social housing units, and
 - (b) receive payment for that work in the form of rent reduction.

- (3) The manager must
 - (a) make quarterly inspections of each premises, and
 - (b) give the tenant at least 24 hours' notice of each inspection.
- (4) The manager must make every reasonable effort to ensure that the tenant is present at the time of each inspection.
- (5) Unless approved by the manager as an emergency health or safety expenditure, annual expenditures made under subsection (1) in relation to a social housing unit must not exceed the annual rent payable under the residential rental agreement for that social housing unit.

Tenant responsibilities

- 17** (1) Tenants of a social housing unit must do all of the following:
- (a) sign a residential rental agreement;
 - (b) pay rent monthly to the Huu-ay-aht as stated in their rental agreement;
 - (c) keep their unit in good repair and clean condition;
 - (d) pay any applicable utility and gas charges for their unit;
 - (e) permit the manager to make regular quarterly inspections of their unit provided the tenant has been given notice as required by section 16 (3) (b).
- (2) Rent charges are the sole responsibility of the tenants and if rent is not paid, the amount outstanding becomes a debt owing to the Huu-ay-aht by the tenants, jointly and severally.
- (3) Tenants must not
- (a) use the premises for any purpose other than as a residence, or
 - (b) remove any fixtures, sinks, bathtubs or appliances from the unit.
- (4) A tenant may only renovate or make changes to a unit if the tenant has the manager's prior written consent.
- (5) If a tenant renovates or makes changes to a unit under subsection (4), the manager may enter into an agreement with the tenant to reduce the tenant's costs of the approved renovation or change.

Acts of wilful damage

- 18** (1) Tenants are financially responsible for repairs of any wilful damage caused to their social housing unit by any individual.
- (2) For greater certainty, ordinary wear and tear is not considered wilful damage.
- (3) Amounts owing to the Huu-ay-aht as a result of wilful damage are considered a debt owing to the Huu-ay-aht and may be deducted from any future payments by the Huu-ay-aht to the tenants.

Obligation to comply

- 19** If the manager determines that a tenant has failed to comply with the obligations and responsibilities of this regulation or the tenant's residential rental agreement, the manager may do one or more of the following:
- (a) order the tenant to immediately comply with the tenant's obligation;

- (b) take appropriate steps to prohibit the tenant from doing further damage;
- (c) require the tenant to compensate the Huu-ay-aht for any loss suffered as a direct result of the tenant's non-compliance;
- (d) require the tenant to pay any expenses directly associated with the repair or action taken;
- (e) order the tenant to vacate the unit by issuing a written notice of termination of the residential rental agreement.

Termination of residential rental agreement

- 20** A residential rental agreement may be terminated by
- (a) mutual agreement,
 - (b) the tenant in accordance with section 22, or
 - (c) the Huu-ay-aht for cause.

Termination by mutual agreement

- 21** The manager and a tenant may agree in writing after a residential rental agreement has been entered into, to terminate the occupancy of a social housing unit on a specific date.

Termination by tenant

- 22** A tenant may terminate the occupancy of a social housing unit at the end of a month by giving notice in writing at least 30 days before the end of that month.

Termination for non-payment of rent

- 23** (1) If a tenant fails to
- (a) pay the full amount of rent when it is due, or
 - (b) make a payment under a repayment agreement,
- the manager must make a reasonable effort to contact the tenant in person or by phone to inform them that they are in arrears and to inquire whether there has been a change to their status, reducing their ability to pay.
- (2) If the manager makes contact with a tenant in arrears under subsection (1) (a), the manager must provide the tenant with
- (a) an opportunity to enter into an agreement to repay the outstanding rent according to a manageable but defined schedule,
 - (b) information on services they may access that may help address the reasons for falling into arrears, and
 - (c) information regarding the consequences of non-repayment and their right to appeal any subsequent action.
- (3) If a tenant does not enter into or comply with a repayment agreement and continues to be in arrears 7 days after the rent is due, the manager must deliver the written notice as set out in Schedule C to the tenant that the tenant's account is in arrears and that the tenant may face eviction if the rent or payment owing under the repayment agreement is not paid immediately.
- (4) If a tenant does not enter into or comply with a repayment agreement and continues to be in arrears 14 days after the rent is due, the manager must deliver the eviction notice as set

out in Schedule D to the tenant requiring the tenant to vacate the unit within 30 days of receiving the notice.

- (5) Despite the delivery of an eviction notice under subsection (4), the manager may rescind the eviction notice if the tenant enters into an agreement with the manager to repay the outstanding rent or pay any outstanding payments under the repayment agreement to bring their account up to date.

Termination for bad behaviour

- 24** (1) The manager may, at any time, give a tenant a notice of termination as set out in Schedule E if any of the following occur:
- (a) the tenant or the tenant's guest has caused damage to the unit and the tenant fails to comply with an order under section 19;
 - (b) the residential rental agreement has been contravened;
 - (c) the safety of other tenants and of the community is seriously impaired by an act or omission of the tenant or the tenant's guest.
- (2) The termination notice under subsection (1) must provide the tenant with 30 days to vacate the unit, unless Executive Council determines that the unit is likely to be damaged further or the safety of the other tenants or of the community seriously impaired if the unit is not vacated at an earlier date set by Executive Council.
- (3) During a termination notice period of 30 days, the manager must make a reasonable effort to meet with a tenant to try and resolve the matter without terminating the residential rental agreement.
- (4) If a tenant fails to comply with a notice to vacate the unit, the manager must take steps to evict the tenant, including court action if necessary.

Service request and complaints

- 25** (1) A tenant may, in writing or orally,
- (a) make a formal request to the manager for maintenance services to be undertaken, or
 - (b) file a formal complaint with the manager.
- (2) The manager must record in writing all requests and complaints made under subsection (1).

Additional services

- 26** (1) The manager may
- (a) provide tenants with information regarding education or employment programs, and
 - (b) organize financial information sessions to assist tenants to better manage their finances and improve their overall financial literacy.
- (2) The provision of financial information sessions under subsection (1) (b) is dependent on the time and resources available to the manager.

Appeals

- 27** An applicant or a tenant may appeal a decision of the manager to the Huu-ay-aht Tribunal in accordance with the *Tribunal Act*.

Report on market housing

- 28** By September 30, 2014, the Citizen Development Committee must prepare a report on the need for market housing and provide that report to Executive Council.

Manager report to Citizen Development Committee

- 29** By September 30, 2012, and at least every 2 years after that, the manager must provide the Citizen Development Committee with a report
- (a) assessing whether this regulation provides a fair and effective framework for supplying quality, affordable housing to Huu-ay-aht citizens in need, and
 - (b) making any recommendations the manager considers advisable to achieve the purposes of this regulation.

Conflict with residential rental agreement

- 30** If there is a conflict between this regulation and a residential rental agreement, this regulation prevails to the extent of the conflict.

Transitional

- 31** (1) The manager may enter into residential rental agreements which are directly required to authorize use and occupation of Treaty Lands as at April 1, 2011, despite not fulfilling one or more requirements under this regulation.
- (2) This section expires on June 30, 2012.

Validity of residential rental agreement

- 32** An agreement executed under section 31 is
- (a) of the same force and effect as if it had been made in the manner and form provided for in this regulation,
 - (b) valid despite not fulfilling requirements in this regulation, as applicable, to authorize the residential rental agreement, and
 - (c) effective on the date specified in the residential rental agreement or otherwise by law.

SCHEDULE A

APPLICATION FORM

Please complete this form to ensure that you are considered for a social housing unit for the upcoming year.

If there are not enough units for applicants and you do not receive a social housing unit this year, your name will be put on the social housing list. Those on the social housing list will be considered for any social housing unit vacancies that arise during the year.

NOTE: You MUST re-apply for social housing next year if you are still in need of a social housing unit. The social housing list expires each year on March 1. A new social housing list is created after that date from the new applications that year.

If you have any questions while filling out this form, please do not hesitate to contact the manager of social housing.

 APPLICANT NAME

 ADDRESS

 CO-APPLICANT NAME (IF APPLICABLE)

 CITY POSTAL CODE

 TELEPHONE NO.

Family Size:

Number of Dependants:

Age:

Size of Unit you are applying for:

(e.g. # of bedrooms)

Gross Annual Income of Applicant(s):

(Please provide supporting documentation - pay stubs, T4 tax slip, work contract, etc.)

Are you employed by the Huu-ay-aht? (Yes/No):

If yes, your rent payments will be deducted from your Huu-ay-aht earnings. Please check here:

to acknowledge that you are aware your rent will be deducted from your pay.

 Signature

 Date

SCHEDULE B

PRE-AUTHORIZED RENT PAYMENT FORM

Please complete this form to ensure that your rent is paid on time and your account with Huu-ay-aht social housing remains in good standing. This form is to be completed by person(s) registered on the bank account.

NAME

ADDRESS

NAME (IF APPLICABLE)

CITY

POSTAL CODE

TELEPHONE NO.

I/We hereby authorize

NAME OF FINANCIAL INSTITUTION

ADDRESS OF FINANCIAL INSTITUTION

to debit my/our account indicated below on the first (1st) of each month for rent payments to Huu-ay-aht Social Housing.

BRANCH TRANSIT # _____ BANK # _____ ACCOUNT # _____

TYPE OF ACCOUNT: CHEQUING SAVINGS OTHER

VOID CHEQUE ATTACHED FOR VERIFICATION PURPOSES

Attach VOID cheque here (without Bank Stamp) or,

PRE-AUTHORIZED RENT PAYMENT FORM COMPLETED BY BANK



Bank Stamp
(required without
VOID cheque)

I/We hereby agree to abide by the terms and conditions as detailed on page 2 of this document.

DATE _____ SIGNATURE(S) _____

For joint accounts, all signatories to the account must sign form

**TERMS AND CONDITIONS OF THE
PRE-AUTHORIZED RENT PAYMENT PROGRAM**

1. Haa-ay-aht social housing relies on the Tenant to ensure that the Tenant's bank account is in good standing with sufficient funds to cover such pre-authorized rent payments as they become due and payable on the 1st of each month.
2. The Tenant's pre-authorized rent payment will be drawn from their account and presented on the 1st of each month for payment to cover the rent due for that month.
3. Changes to the pre-authorized rent payment amount resulting from updated documentation regarding gross annual income or interim rent adjustments will be made automatically following the recalculation of the rent.
4. A service charge will be levied for items returned unpaid by the Tenant's bank, such as Not-Sufficient Funds, Account Closed, or Stop Payment.

TO BE RETAINED BY THE TENANT

SCHEDULE C
FIRST WRITTEN NOTICE OF ARREARS

THIS NOTICE is to inform you, _____, that you are now 7 days late for the rent owing under your residential rental agreement. The current amount you owe is: _____.

We recently contacted you or have attempted to contact you about the rent owing and remind you that you may be at risk of being evicted for non-payment of rent.

If your income has dropped or you are having difficulty paying rent for other reasons, we encourage you to speak with the manager of social housing to make other arrangements for payment. If you speak with the manager, you will receive no further notice unless your rent is overdue again.

IMPORTANT: If you take no action and the rent is still owing 7 days after the delivery of this notice, you will be issued a notice to vacate your unit.

PLEASE do not hesitate to contact either:

the social housing clerk: _____; or

the manager of social housing: _____;

to discuss your options and how we can help.

SCHEDULE D
WRITTEN NOTICE OF EVICTION FOR
NON-PAYMENT OF RENT

THIS NOTICE is to inform you, _____, that you are now 14 days late for the rent owing on your unit.

You have been contacted or attempts have been made to contact you and you have made no effort to pay the rent owing.

AS A RESULT YOU ARE REQUIRED TO LEAVE THE PREMISES 30 DAYS AFTER RECEIVING THIS NOTICE UNLESS you contact the manager of social housing to set up a payment program that will help you pay the rent owing.

The current amount of rent owing is: _____

If your income has dropped or you are having difficulty paying rent for other reasons, we encourage you to speak with the manager of social housing to make other arrangements for payment.

PLEASE do not hesitate to contact either:

the social housing clerk: _____; or

the manager of health and social services: _____;

to discuss your options and how we can help.

SCHEDULE E
WRITTEN NOTICE TO TERMINATE DUE TO BAD BEHAVIOUR

This notice is to inform you, _____, that as a result of the following actions:

you have breached the terms of your residential rental agreement and the social housing regulation and must vacate your unit within 30 days upon receiving this notice UNLESS you contact the manager of social housing within the 30 days and agree to a solution.

The manager will make every effort to contact you during the 30 days, but you are encouraged to come to discuss the issue as soon as possible.

PLEASE do not hesitate to contact either:

the social housing clerk: _____; or

the manager of health and social services: _____;

to discuss your options and how we can help.

SCHEDULE F
TENANT SELECTION POINT SYSTEM FOR SOCIAL HOUSING

Description	Point Score
Positive Points	
Residency	
Ordinarily and continuously resident in Anacla for 10 years before current social housing application	50
Applicant is moving to Anacla to take up permanent residence	25
Income	
Family on social assistance	5
Single Parent on social assistance	5
Working single parent, with dependants who are 18 years of age or younger and live continuously with their parent	5
Working two parent family, with dependants who are 18 years of age or younger and live continuously with their parent(s)	2
Working couple, no dependants	1
Health and Safety	
Applicant has chronic medical condition	5
Dependant has chronic disability specified by Executive Council	5
Applicant is homeless	25
Current living conditions are unsafe for applicant, e.g., domestic violence	10
Current residence has public health and safety issues, e.g., mould, overcrowding	10
Age & Other Factors	
Elder	5
Chronic Disability	5
Huu-ay-aht Citizen	2 per tenant
Sub-total – Positive Points	

Negative Points	
Criminal record for Indictable offence	-25
Summary conviction offence	-10
Negative reference check regarding previous residence, e.g., willful damage	-10
Negative reference check regarding rent payment history	-5
1 pet	-1
2 pets	-2
One or more applicants have a residential lease on Huu-ay-aht Treaty Lands	-25
Sub-total – Negative Points	
Total Score (Positive Point Sub-total – Negative Point Sub-total)	

HFNR 10/2013, s. 2