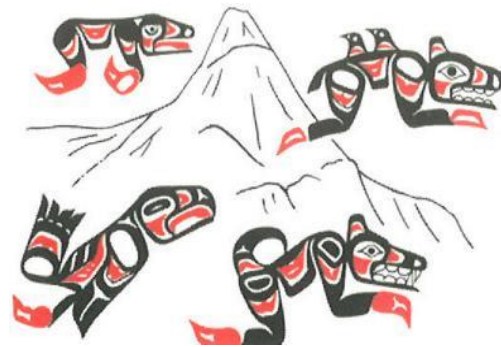


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Gitsegukla Band On-Reserve Housing Policy



April 11, 2019

REVISIONS MADE TO THIS DOCUMENT

Change #	Date	Key Updates	Action
Created	January 24, 2017	New Policy Developed	Approved in Principle by Gitsegukla Band Council
Version 2	October 30, 2017	Policy Amendments	
Version 3	October 18, 2018	Policy Amendments	
Version 4	January 13, 2019	Policy Amendments	Ratified by Gitsegukla Band Council with a Band Council Resolution
Version 5	April 11, 2019	Policy Amendments	

To fulfill its purpose as an ongoing reference and training tool, this guidebook should be continually updated as the Gitsegukla Band Housing Department requires.

This policy is a “living document” to guide the Housing Department, and at a minimum should be reviewed and updated annually by the Housing Manager overseen by the Housing Committee. The Gitsegukla Band Council will review and approve policies for implementation by the Housing Department.

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1 MISSION AND GOALS

It is the mission of the Gitsegukla Band to provide affordable, safe, and secure housing to current and future Members living on Gitsegukla Band lands. This On-Reserve Housing Policy (the Policy) has been developed to guide the delivery and administration of housing at Gitsegukla Band in an effective, efficient, and sustainable manner.

2 GUIDING PRINCIPLES

The following principles have informed the development of this Policy and shall guide its administration and implementation:

- **Fairness and Consistency** – that the Policy be fair and balanced in its requirements and consistent in its application and enforcement.
- **Transparency and Clarity** – that the delivery and administration of housing at Gitsegukla Band be done in an open and transparent manner; that the Policy be clearly written and easily understood.
- **Collective Responsibility** – that the Policy be backed by the commitment and capacity of all parties involved to implement, administer, enforce, and abide by the Policy.
- **Best Practices** – that the Policy be in line with best practices; that the Gitsegukla Band Housing Program be a model for other First Nations.
- **Accessibility** – that housing at Gitsegukla Band be accessible to Members with a range of income levels.
- **Sustainability and Adaptability** – that the Housing Program be financially viable so that it can be sustained and expanded over the long-term; that the Policy be adaptable to continue to meet the evolving and expanding housing needs of Gitsegukla Band.

3 DEFINITIONS

ABANDON

To be absent from a unit for over 60 days without paying rent.

ADULT

Any individual age 19 or over.

APPELLANT

An individual that has submitted an appeal.

APPLICANT

A person applying for housing.

ARREARS

Money owed to Gitsegukla Band.

ARREARS REPAYMENT AGREEMENT

An agreement between a tenant and Gitsegukla Band regarding the repayment of arrears.

GITSEGUKLA BAND HOUSING

Housing owned by the Gitsegukla Band.

GITSEGUKLA BAND RENTAL HOUSING

Housing owned by the Gitsegukla Band where Gitsegukla Band charges a tenant monthly rent for a defined period of time.

CONFLICT OF INTEREST

A conflict between the private interests and the official responsibilities of a person in a position of trust.

DEPENDENT

An individual under the age of 19.

ELDER

A Gitsegukla Band Member 65 years of age or older.

EVICITION

The removal of a tenant from a rental property by the Gitsegukla Band (See Termination of Tenancy).

GOOD FINANCIAL STANDING

When a Member does not owe money to the Gitsegukla Band or, if owes, has demonstrated a good faith effort to repay his / her debt.

GUEST

A person visiting a Gitsegukla household for less than two weeks in duration.

HOMEOWNER

A private individual that owns a housing unit on the Gitsegukla Band Reserve.

ILLEGAL ACTIVITY

An act committed in violation of applicable laws.

MEMBER

An individual who is part of the Gitsegukla member list.

NON-MEMBER

An individual who is not part of the Gitsegukla member list.

NOTICE TO VACATE

A notice served by the Gitsegukla Band to a tenant requiring the tenant to leave a unit within a defined period of time, typically as a result of termination of tenancy (i.e. eviction).

OCCUPANCY

The period where one is living in a unit.

OCCUPANT

An adult living in a unit for over 50% of the time; a dependent living in a unit for over 40% of the time.

OVER-OCCUPANCY

A situation whereby the number of occupants in a unit exceeds occupancy limits.

OVER-HOUSING

A situation whereby the size of a unit is larger than is necessary to reasonably meet the needs of its occupants (i.e. a single person in a three-bedroom unit).

POLICY

The Gitsegukla Band Housing Policy.

POSSESSION REMOVAL PERIOD

The period for when an individual may remove his / her belongings from a unit after having received a notice to vacate.

PREMISES

The property or common areas associated with a unit.

REGISTERED OCCUPANT

An occupant listed on the Rental / Tenancy Agreement.

RENTAL

A housing unit owned by the Gitsegukla Band where Gitsegukla Band charges a tenant monthly rent for a defined period of time.

RENTAL / TENANCY AGREEMENT

A signed agreement between Gitsegukla Band and a tenant that establishes the terms and conditions of each party as it relates to the use and occupancy of Gitsegukla Band rental housing.

RESERVE

Land that has been set apart by the Canadian Government for the use and benefit of the Band, and which is governed by any laws or policies enacted by the Band.

RESIDENCY

To reside on Gitsegukla Band Reserve land.

RESIDENT

An individual residing on Gitsegukla Band Reserve.

SERIOUS OFFENSE

Any violent or sexual offence, distribution of drugs, breaking and entering, or other criminal actions that are contrary to the health or safety of an individual or the community.

SOCIAL HOUSING UNIT

A home that has been funded, mortgaged, and paid off by the Band.

TENANT

An individual who signs a Rental/Tenancy Agreement and is responsible for the unit and premises.

TENANCY

The period under which a tenant has an agreement with the Gitsegukla Band to occupy a unit.

TERMINATION OF TENANCY

When a tenancy is ended prematurely (i.e. prior to the end of the Rental / Tenancy Agreement).

UNIT

A measure of housing equal to the living quarters of one household; may refer to a house, apartment, or other dwelling.

VACATE

1. To be absent from a unit for over 30 days without paying rent.
2. To leave a unit (See Notice to Vacate).

4 USE AND AUTHORITY

1. The Gitsegukla Band On-Reserve Housing Policy (the Policy) applies to all housing units located on Gitsegukla Band Reserve land.
2. The Policy is administered under the authority of Gitsegukla Band Council.
3. The Housing Department will keep an up-to-date list of all on-Reserve housing units.
4. The Housing Department will keep a documented record of any information, activity, correspondence, or interaction regarding each housing unit to ensure accuracy and transparency.
5. All information collected by Gitsegukla Band under this Policy will be subject to the terms of a Confidentiality Agreement.
6. The Policy will be amended from time to time in accordance with the Amendment process.
7. Any violation of the Policy by will be subject to the penalties outlined in this document and any other applicable Gitsegukla Band laws or polices.
8. It is Gitsegukla Band's responsibility to ensure a healthy and safe environment on Reserve. In addition to any policies and procedures outlined in this Policy, Gitsegukla Band reserves the right to deny or Terminate Tenancy, Occupancy, or Homeownership of any Tenant, Occupant, or Homeowner that is known to have committed a Serious Offense (See Definitions).
9. In the event of a conflict between this Policy and any Gitsegukla Band bylaw or policy, the stricter one prevails. If any section, sub-section, sentence, clause or phrase of this policy is for any reason held to be invalid by a decision of Gitsegukla Band, the decision shall not affect the validity of the remaining portions of the Policy.

5 ROLES AND RESPONSIBILITY

5.1 GITSEGUKLA BAND COUNCIL

5.1.1 *Gitsegukla Band Council are responsible for providing oversight to ensure that all Gitsegukla Band housing is administered in accordance with the Policy and that the Policy is applied in a fair, consistent, and transparent manner. Duties include:*

- a) Adopting the Policy.
- b) Reviewing and approving amendments to the Policy.
- c) Reviewing and approving the location and construction of all housing on Reserve.
- d) Reviewing and approving sales of Gitsegukla Band Housing units.
- e) Reviewing and approving strategic housing plans, policies, or annual budgets.
- f) Making decisions regarding Termination of Homeownership.
- g) Regularly meeting with the Housing Department to review the state of the Housing Program.
- h) Directing housing-related inquiries, requests, complaints, or issues to the Housing Department.
- i) Providing input, feedback, or guidance as requested by the Housing Department.

5.1.2 *All decisions by Gitsegukla Band Council require a Band Council Resolution.*

5.2 HOUSING DEPARTMENT

5.2.1 *The Gitsegukla Band Housing Department is responsible for the day-to-day administration, management, application, and enforcement of the Gitsegukla Band Housing Policy. Duties include:*

- a) Maintaining an active database of all housing units on Reserve.
- b) Keeping a documented record of any information, activity, correspondence, or interaction regarding each housing unit.
- c) Contacting, notifying, and meeting with Applicants, Tenants, Occupants, and Homeowners.
- d) Reviewing Applicant, Tenant, Occupant, and Homeowner information.
- e) Conducting financial, reference, or criminal record checks.
- f) Processing all housing applications and maintaining the housing Wait List.
- g) Organizing, attending, and leading all Housing Committee meetings.
- h) Pre-screening Tenant applications and providing the Housing Committee with information to make decisions regarding unit Allocation.
- i) Pre-screening Homeowner applications and providing the Housing Committee with information to make decisions regarding sales of Gitsegukla Band units.
- j) Consulting with the Housing Committee regarding Appeals.
- k) Consulting with the Housing Committee regarding Termination of Tenancy or Homeownership.
- l) Carrying out the directives / decisions of the Housing Committee.
- m) Notifying Tenants of Arrears status.
- n) Notifying Homeowners of Maintenance Fund balance.
- o) Making decisions regarding Tenant requests to temporarily vacate a rental unit.
- p) Consulting with relevant Gitsegukla Band staff regarding Applicant, Occupant, Tenant, or Homeowner matters.
- q) Regularly reporting to Gitsegukla Band Council on the state of the Housing Program.
- r) Preparing budgets, funding applications, agreements, informational materials, work orders, and other documents related to the administration and implementation of the Housing Program.
- s) Dispersing information to the Gitsegukla Band community regarding the Housing Program.

- t) Working with Tenants and Homeowners to develop an Arrears Repayment Plan or Annual Payment Plan.
- u) Monitoring and taking enforcement action against violations of the Policy; providing regular updates to, consulting with, or making recommendations the Housing Committee regarding such matters; and keeping a record of all violations and penalties.
- v) Making Amendments to the Policy in conjunction with the Housing Committee and Gitsegukla Band Council.
- w) Making decisions regarding all new housing on Gitsegukla Band Reserve land in conjunction with the Housing Committee and Gitsegukla Band Council.
- x) Administering the construction of new Gitsegukla Band housing units.
- y) Approving maintenance, repair, and renovation works for Tenants
- z) Working with Finance to administer Homeowner Maintenance Funds.
- aa) Consulting with the Public Works Department on matters related to construction, repair, maintenance, and renovation works.
- bb) Hiring outside contractors.
- cc) Proposing Amendments to the Policy.
- dd) Regularly reviewing the Policy to ensure it meets the needs of the Gitsegukla Band.

5.3 FINANCE DEPARTMENT

5.3.1 The Finance Department is responsible for the administration of all housing-related financial matters including:

- a) Maintaining an active, up-to-date record of all Tenant and Homeowner charges and payments.
- b) Collecting and processing rent, maintenance fee, or other payments.
- c) Depositing all maintenance fee payments in individual accounts associated with each unit.
- d) Debiting maintenance fee funds at the Homeowner's request to pay for maintenance provided by the Gitsegukla Band.
- e) Providing monthly reports to the Housing Department regarding the payment and arrears status of Tenants.
- f) Providing monthly reports to the Housing Department regarding maintenance fee payments and balances for Homeowner units.
- g) Providing monthly invoices to Tenants and Homeowners to keep them updated on their financial status with the Gitsegukla Band.
- h) Working with Tenants to develop an Arrears Repayment Plan or Annual Payment Plan.
- i) Providing information about payment options to Applicants, Tenants, and Homeowners and helping establish direct payment options upon request.
- j) Providing Applicant, Tenant, Occupant, or Homeowner financial information as requested by the Housing Department or Housing Committee in accordance with the terms of this Policy or other relevant laws and Policies of the Gitsegukla Band.
- k) Providing financial planning or guidance upon request.

5.4 PUBLIC WORKS DEPARTMENT

5.4.1 The Public Works Department is responsible for the following:

- a) Performing regular inspections of assets according to maintenance inspection schedules.
- b) Performing regular maintenance on Band owned assets.
- c) Diagnose and report maintenance issues as required.
- d) Inspecting, completing, and overseeing all works, repairs, and maintenance on Gitsegukla Band units and premises, as qualified, as directed by the Housing Department.

- i. Includes accessing units and premises to perform duties and providing advanced notice in accordance with the Policy.
- e) Providing inspection, repair, and/or maintenance services to Homeowners for a fee, as directed by the Housing Department.
- f) Overseeing external contractors hired by the Gitsegukla Band.
- g) Providing guidance to the Housing Department on all works-related matters.
- h) Reporting any housing-related violations or issues to the Housing Department.
- i) Regularly reporting to the Band Manager on the state of the Public Works Department.
- j) Regularly reviewing the Policy to ensure it meets the needs of the Gitsegukla Band and proposing amendments to the Policy.

5.5 HOUSING COMMITTEE

5.5.1 *The Housing Committee is responsible for making important housing decisions on behalf of the entire community. Duties include:*

- a) Adhering to the Housing Committee Terms of Reference (Appendix F).
- b) Supporting the Housing Department in the day-to-day administration, application, and enforcement of the Policy.
- c) Reviewing Applicant, Tenant, Occupant, and Homeowner information.
- d) Meeting with Applicants, Tenants, Occupants, and Homeowners.
- e) Making decisions regarding unit Allocation.
- f) Making decisions regarding Appeals.
- g) Making decisions regarding unit Abandonment.
- h) Making decisions regarding Termination of Tenancy.
- i) Making decisions regarding financial penalties related to Arrears recovery.
- j) Making recommendations to Gitsegukla Band Council regarding Termination of Homeownership.
- k) Making recommendations to Gitsegukla Band Council regarding the sale of Gitsegukla Band Housing units.
- l) Making decisions regarding all new housing units in conjunction with the Housing Department and Gitsegukla Band Council.
- m) Reviewing and approving rental rate or maintenance fee increases.

5.6 ON-RESERVE TENANTS

5.6.1 *Living in Gitsegukla Band Housing is a privilege that with comes responsibility. Meeting those responsibilities helps to ensure a successful and lasting Tenancy and overall Gitsegukla Band Housing Program. All Tenants are responsible for the following:*

- a) Understanding how the Policy applies to them and adhering to the Policy.
- b) The actions of all Occupants, and guests in the unit and on the premises.
- c) Acting in a manner that does not jeopardize health or safety on Reserve.
- d) Contacting the Housing Department regarding any housing-related matters (i.e. not Gitsegukla Band Council).
- e) Paying monthly rent.
- f) Paying all utilities associated with occupancy.
- g) Making payments in-full and on-time.
- h) Maintaining the unit and premises in a reasonable state of repair. i. Includes keeping yard and common areas free from garbage or debris.
- i) Occupying the unit according to the Policy and Rental / Tenancy Agreement.
- j) Providing written or verbal notification to the Housing Department when required by the Policy.

5.7 ON-RESERVE HOMEOWNERS

5.7.1 *Homeowners are responsible for all aspects related to their housing unit and premises, including (but not limited to):*

- a) Assuming legal responsibility for their unit and the associated structures.
- b) The actions of all Occupants, pets, guests, and Tenants in the unit and on the premises.
 - i. All homeowners that have pets must abide by all parts of the Band's "Gitsegukla Dog Control By-Law" (By Law No. 2016.001). This by-law is attached to this policy as Appendix H.
- c) Paying all costs related to the use, operation, and maintenance of their unit, the associated structures, and the premises (above ground).
 - ii. This includes (but is not limited to) mortgage, utilities, insurance, and all works.
- d) Completing, organizing, and contracting all repairs, maintenance, upkeep, renovations, and voluntary works.
- e) Keeping the premises free from garbage and debris.

5.7.2 *Homeowners are also responsible for:*

- a) Understanding how the Policy applies to them and adhering to the Policy.
- b) Acting in a manner that does not jeopardize health or safety on Reserve.
- c) Notifying the Housing Department regarding any below-ground issues on their premises (i.e. servicing issues).
- d) Ensuring funds are available for future maintenance. This may include making monthly payments to their individual Maintenance Fund.
- e) Paying the difference for any maintenance costs above the value of their Maintenance Fund (as applicable).
- f) Making all applicable payments in-full and on-time.
- g) Contacting the Housing Department regarding any housing-related matters (i.e. not Gitsegukla Band Council).
- h) Providing written notification to the Housing Department when required.
- i) Complying with the directives / decisions of the Housing Department, Housing Committee, and Gitsegukla Band Council.
- j) Adhering to the Appeals process.
- k) Adhering to all applicable laws and policies of the Gitsegukla Band.

6 GITSEGUKLA BAND HOUSING

6.1 GENERAL

- 6.1.1 This Section applies to all housing owned by the Gitsegukla Band.
- 6.1.2 Unless otherwise noted, Gitsegukla Band Housing is the same as Gitsegukla Band Rental Housing (See Definitions).

6.2 ELIGIBILITY

6.2.1 *All individuals that meet the following criteria are eligible to apply for Gitsegukla Band Housing:*

- a) Is a Gitsegukla Band Member (See Definitions).
- b) Is 19 years of age or older.
- c) Can provide proof of a regular source of income sufficient to pay the rent and other financial obligations (e.g. utility payments).
- d) Is in good financial standing with the Gitsegukla Band.
- e) Has not been previously evicted.
- f) Can meet the Tenant responsibilities as outlined in this Housing Policy.
- g) Is known to act in a manner that would not jeopardize health or safety on Reserve (See Section 4).

Per part c above, the Band will reference CMHC's affordability definition as a guideline to evaluate financial eligibility. The guideline states that housing is considered affordable if shelter costs are less than a household's before tax income.

6.3 APPLICATION

6.3.1 *All eligible individuals may apply for Gitsegukla Band Housing by the following process:*

- a) Obtain a Housing Application (Appendix B) from the Housing Department.
- b) Fill out the Application and collect any required supporting documentation.
- c) Meet with the Housing Department to review the Application, any required supporting information, and confirm:
 - i. Eligibility.
 - ii. Affordability.
 - iii. Understanding of the Policy / Tenant responsibilities.
 - iv. Household size / unit requirements.
- d) Sign and submit the Application to the Housing Department.

6.3.2 *Upon submission by the Applicant, the Housing Department will complete a final review of the Application. Provided that all criteria are met, the Housing Department will accept the Application. Any Applications that don't meet the criteria or are incomplete will be rejected and returned to the Applicant.*

6.3.3 *Upon acceptance of the Application, the Housing Department will send written notice to the Applicant notifying him / her of his / her placement on the Wait List;*

6.3.3.1 Included in the notice will be a copy of the accepted Application form.

6.3.4 *All accepted Applications will be valid until December 31st of the year submitted, after which the application will expire.*

- 6.3.5 *Applications may be renewed in accordance with Section 6.4.*
- 6.3.6 *It is the responsibility of the Applicant to ensure that his / her Application information remains up to date; the Applicant must immediately notify the Housing Department in writing if any changes occur.*

6.4 WAIT LIST / RENEWAL OF APPLICATION

- 6.4.1 *All Applications accepted by the Housing Department will be placed on the Wait List. Applicants placed on the Wait List does not guarantee housing for the Applicant as eligibility requirements outlined in Section 6.2.1 must be met.*
- 6.4.2 *The Wait List will include (but is not limited to) the following information:*
- a) Name and contact information of the Applicant.
 - b) Number of total Occupants.
 - c) Date of Application.
 - d) Number of bedrooms required.
 - e) Any relevant housing-related special needs.
- 6.4.3 *It is the responsibility of the Applicant to update wait list applications by December 31st of each year, and at any other time that information on their application changes.*
- 6.4.4 *The Wait List will be maintained on an annual basis, beginning January 1st and expiring December 31st of the same year.*
- 6.4.5 *The Housing Department will post notices by November 1st of each year to remind applicants to update their applications by December 31st. Postings will be made at the Band Office, through the Gitsegukla Band Newsletter, and on the Gitsegukla Band website.*
- 6.4.6 *To renew his / her Application and remain on Wait List for the following year, the Applicant must submit a written request to the Housing Department confirming:*
- a) His / her interest in remaining on the Wait List.
 - b) His / her continued eligibility for Gitsegukla Band Housing.
 - c) That the information contained in their original Application has not changed or, if there are changes to the information, describe what those changes are.
- 6.4.7 *Based on the information provided, it is at the discretion of the Housing Department to determine if the Applicant may renew his / her existing Application, fill out a new Application, or withdraw the Application.*
- a) If a new application is required, the Applicant must start the Application process from the beginning.
- 6.4.8 *The Housing Department will notify the Applicant of his / her decision in writing and provide any additional instructions or explanation as required. The Housing Department may request a meeting with the Applicant prior to making a final decision.*
- 6.4.9 *Waitlisted applications that are not updated annually in accordance with this section will be deemed inactive and removed from the wait list.*

6.5 UNIT ALLOCATION

- 6.5.1 *Candidate Identification:*

- 6.5.1.1 When a housing unit becomes available, the Housing Department will review the Wait List and select potential Candidate Tenants (Candidates).
- 6.5.1.2 Candidates will be selected based on the following criteria:
- a) The ability to meet eligibility requirements as listed in Section 6.2 above.
 - b) Their household size, composition, and number of bedrooms required.
- 6.5.1.3 The size and number of bedrooms of the available unit. Only those Applicants on the Wait List that best match the available unit will be selected as Candidates by the Housing Department.
- 6.5.2 *Candidate Notification / Confirmation: After identifying Candidates, the Housing Department will contact each Candidate and to confirm that he / she meets the following criteria:*
- a) Remains interested in the housing unit.
 - i. Candidates may request to view the available unit prior to confirming interest. This will be arranged at the discretion of the Housing Department and pending access to / availability of the unit.
 - b) Remains eligible for Gitsegukla Band Housing.
 - c) Remains eligible for the specific unit type / size.
 - d) Is available to attend a meeting with the Housing Department.
- 6.5.2.1 If the Candidate no longer meets the above criteria, the Housing Department will:
- a) Return him / her to the Wait List.
 - b) Remove him / her from the Wait List.
 - i. Removal does not exclude him / her from applying in the future.
- 6.5.2.2 If the Candidate meets the above criteria, the Housing Department will:
- a) Request the Candidate attend a meeting with the Housing Department.
 - b) Provide the Candidate with any relevant information regarding the meeting, format, materials, or process.
- 6.5.3 *Candidate Finalization / List Distribution:*
- 6.5.3.1 Based on the results of the previous step, the Housing Department will compile a final list of Candidates to be submitted to the Housing Committee.
- 6.5.3.2 The Housing Committee will review the list of Candidates to ensure there is no conflict of interest (See Definitions). Any Committee member that has a conflict of interest (e.g. family member, former partner, etc.) shall notify the Housing Department and remove him / herself from the meeting.
- 6.5.3.3 The Housing Department will prepare Candidate Packages to be distributed to each Committee member. These will include:
- a) The Wait List information for all candidate Tenants.
 - b) A copy of each candidate Tenant's Application including any background material.
 - c) The Agenda for the meeting.
 - d) The list of questions that all Candidates will be asked at the meeting.
- 6.5.3.4 The Packages will be made available at the Housing Department's office for pick-up by the Committee members, no later than three (3) business days prior to the scheduled meeting.
- 6.5.3.5 The Housing Committee will review the Candidate Packages prior to the Tenant selection meeting.
- 6.5.3.6 All Candidate information shall be kept confidential.
- 6.5.4 *Housing Committee Meeting / Tenant Selection:*

- 6.5.4.1 On the scheduled / day time, the Housing Committee will hold a meeting to review the Candidates and select a Tenant for the available housing unit.
- 6.5.4.2 The meeting will be led by the Housing Department and will designate the Reporting Secretary to take Minutes.
- 6.5.4.3 The meeting will be held in a secure location (i.e. behind closed doors), so that all discussion among the Committee or with the Candidates be done so privately and confidentially.
- 6.5.4.4 At the start of the meeting, a member of the Housing Department will review the Agenda, the available units, and the Candidates with the Committee and answer any questions.
- 6.5.4.5 The Housing Committee members will then begin Candidate interviews; interviews will be conducted based on the following format:
- a) Candidates will be interviewed one-at-a-time behind closed doors.
 - b) Interviews will take place in a pre-determined order or in an order determined by the Committee at the start of the meeting.
 - c) The Candidate will be asked a series of questions by the Housing Committee; each Candidate will be asked the same list of questions.
 - d) Interviews will last approximately 10-15 minutes each.
 - e) After a Candidate has completed his / her interview, the Candidate must exit the room.
- 6.5.4.6 Once all Candidate interviews are complete, the Committee shall discuss, behind closed doors, each of the Candidates and select a Tenant to award the unit to.
- 6.5.4.7 Tenants will be selected based on the factors outlined in their Candidate Packages and answers presented during the interview period.
- 6.5.4.8 If there is more than one unit, the Committee will select multiple Tenants.
- 6.5.4.9 All information contained in the Candidate Packages and obtained from the Candidate interview shall be considered relevant and shall be weighed and considered in a fair and balanced manner.
- 6.5.4.10 All Candidate information shall be kept confidential.

6.5.5 *Tenant Notification / Document Signing:*

- 6.5.5.1 After the meeting, a member of the Housing Department shall notify all Candidates of the Committee's decision in writing.
- 6.5.5.2 All Candidates who were not selected for a unit shall be returned to the Wait List.
- 6.5.5.3 Candidates selected to be a Tenant will receive an offer for housing at a specified Band owned unit on Reserve. Candidates may, for whatever reason, decline the offer (and subsequent offers) a maximum of three times. If a unit has been declined by the same Candidate three times, the Candidate's application and wait list spot will be cancelled and the Candidate must re-apply for housing if they so desire.
- 6.5.5.4 Candidates selected to be a Tenant will be asked to schedule a meeting with the Housing Department to:
 - a) Review and sign a Rental / Tenancy Agreement.
 - b) Provide 1st month's rent payment and establish means for future payments.
 - c) Review and sign an Annual Payment Plan (if applicable).
 - i. In instances where an Applicant is able to afford the annual rent for a unit but is unable to make consistent, monthly payments (i.e. due to seasonal work or variable income), the Applicant may develop an Annual Payment Plan, which will be attached as an Appendix to the Rental / Tenancy Agreement and will replace the standard rent payment terms.
 - d) Complete a pre-move-in inspection / checklist of the unit.
 - e) Arrange for any repairs to be made prior to move-in.
 - f) Submit a damage deposit.
 - g) Complete / review any additional forms / information as required by the Housing Department.
- 6.5.5.5 The Tenant will be required to bring any information or documentation relevant to the necessary to complete the above requirements to the meeting.
- 6.5.5.6 The Housing Department shall provide the Tenant with copies of all signed Agreements and receipts for submitted payments.

6.6 TENANCY

6.6.1 *General:*

- 6.6.1.1 Tenancy officially begins once the items outlined in Section 6.5.5 have been completed.
- 6.6.1.2 All Tenants shall pay rent for the entirety of their Tenancy in accordance with the policies and procedures outlined in Section 6.11.
- 6.6.1.3 All Tenancies shall be for one (1) year unless otherwise noted in the Rental / Tenancy Agreement.
- 6.6.1.4 A Tenant may renew his / her Tenancy on an annual basis, provided that the Tenant continues to meet all conditions of the Rental / Tenancy Agreement.
 - a) It is the Tenant's responsibility to contact the Housing Department to renew his / her Tenancy.
- 6.6.1.5 A Tenant may end his / her Tenancy at any time with at least one (1) month's advanced written notice to the Housing Department.
 - a) The Tenant and Housing Department will determine the date that the Tenancy will end.

6.7 OCCUPANCY

6.7.1 *General:*

6.7.1.1 A Tenant may occupy his / her unit as soon as his / her Tenancy officially begins (see Section 6.6.1.1).

6.7.1.2 A Tenant is responsible for all Occupants, and guests during the entirety of his / her Tenancy.

6.7.1.3 The Tenant must ensure that all Occupants living in the unit are the same as those listed on the Rental / Tenancy Agreement (i.e. Registered Occupants).

6.7.1.4 A Tenant is not permitted to keep any pets within their residence while maintaining a Rental / Tenancy Agreement with the Gitsegukla Band, unless:

- 6.7.1.4.1 The Tenant has a pre-existing pet at the time of policy ratification (January 13, 2019) and only if the Band owned unit was constructed before 2018. In that case, the Tenant must:
- a) Register the pet with the Gitsegukla Band by informing the Housing Department and ensuring pets are included on both the Tenancy Application and the Rental / Tenancy Agreement.
 - b) Inform the Housing Department when the pet dies so tenancy information can be updated.

6.7.1.5 The Tenant must adhere to Household Occupancy Limits.

6.7.1.5.1 Household Occupancy Limits will be in accordance with the National Occupancy Standard (NOS), defined as enough bedrooms to satisfy NOS requirements. This means one bedroom for:

- c) each cohabiting adult couple;
- d) each unattached household member 18 years of age and over;
- e) a same-sex pair of children under age 18 years of age;
- f) an additional boy or girl in the family, unless there are two opposite sex children under five (5) years of age, in which case they are expected to share a bedroom.

A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).

6.7.1.5.2 Any Adult (age 19 and over) who Occupies a unit more than 50 percent of one or consecutive months is considered an Occupant.

6.7.1.5.3 Any Dependent (under age 19) who Occupies a unit more than 40 percent of one or consecutive months is considered an Occupant.

6.7.2 *Move In:*

6.7.2.1 At the time of move-in, the Tenant shall be responsible for:

- a) Making all move-in arrangements.
- b) Paying all move-in costs.
- c) Protecting the unit or premises from damage during move-in.

6.7.2.2 Any damage caused by the Tenant or his / her agents during move-in shall be the responsibility of the Tenant.

6.7.2.3 The Tenant must immediately notify the Housing Department of any damage.

6.7.2.4 No Tenant shall smoke, nor permit anyone to smoke, in the Tenant's unit.

6.7.3 *Changes in Occupancy:*

- 6.7.3.1 The Tenant must immediately notify the Housing Department upon any changes in Occupancy; this includes any additional Occupants not listed on the Rental / Tenancy Agreement or any Occupants on the Agreement that have ceased to Occupy the unit.
- 6.7.3.2 Failure to notify the Housing Department will result immediate eviction of any additional Occupants and the Tenant will be subject to applicable penalties. A second occurrence will result in the eviction of the Tenant.
- 6.7.3.3 It is at the sole discretion of the Housing Department to determine whether an additional Occupant will remain in a unit. Reasons for disqualification will include (but are not limited to):
- a) Exceeding Occupancy Limits.
 - b) Disqualification of the proposed Occupant based on past criminal or Gitsegukla Band law / policy violations.
- 6.7.3.4 In instances where the Housing Department approves the additional Occupant, the Tenant must meet with the Housing Department and amend the Rental / Tenancy Agreement to include the additional Occupant. The additional Occupant will be subject to any background or other checks as required of other Occupants. Only after completing these actions will be the individual be considered approved to Occupy the premises.
- 6.7.3.5 In instances where the Housing Department does not approve the additional Occupant, the Occupant must vacate the property immediately, or within a period as defined by the Housing Department or incur penalty on the Tenant.
- 6.7.3.6 All decisions by the Housing Department will be submitted to the Tenant in writing.
- 6.7.4 *Over Occupancy:*
- 6.7.4.1 Households may experience unanticipated or unavoidable changes that increase its number of members (i.e. births, engagements, marriage breakdowns, etc.).
- 6.7.4.2 In some instances, these changes will place households over the Occupancy Limits.
- 6.7.4.3 Any Tenant whose household exceeds Occupancy Limits, shall be subject to the policies and procedures in Section 6.7.3.
- 6.7.4.4 In instances where the Housing Department denies a change in Occupancy due to exceeding Occupancy limits, the Tenant may submit a new Housing Application (i.e. apply for a larger home).
- a) The Tenant will be subject to all policies and procedures as outlined in the Application, Allocation, and other relevant sections.
- 1.1.1.1 The Tenant and any Occupants on the Rental / Tenancy Agreement may remain in the unit until new housing is awarded.
- 1.1.1.2 Alternative accommodation must be arranged by the Tenant, in the meantime, for any individuals denied Occupancy. If the individual is accommodated in other Gitsegukla Band Housing, the same requirements as outlined in Section 6.7.1.4 apply.
- 1.1.1.3 All decisions by the Housing Department will be submitted to the Tenant in writing.

6.7.5 *Under Occupancy:*

- 6.7.5.1 Households may experience unanticipated or unavoidable changes that decrease its number of members (i.e. deaths, breakups, marriage breakdowns, etc.).
- 6.7.5.2 In some instances, this will reduce the number of household members well below Occupancy Limits.
- 6.7.5.3 It is a goal of the Gitsegukla Band to ensure its housing resources are used effectively and efficiently.
- 6.7.5.4 Should such a change occur, the Housing Department may request that the Tenant submit a new Application for Housing reflecting these new Occupancy needs (i.e. apply for a smaller home).
 - a) The Tenant will be subject to all policies and procedures as outlined in the Application, Allocation, and other relevant sections.
- 6.7.5.5 In addition, the Housing Department will take one of the following actions:
 - a) Allow the Tenant to remain in the unit until new housing is allocated.
 - b) Make a recommendation to the Housing Committee that the Tenant vacate the unit (i.e. that Tenancy be Terminated) and find alternative living arrangements until more suitable housing is located.
 - i. In such instances, the Housing Department will provide at least one (1) months' notice (if the recommendation is approved by the Committee).
 - ii. The Tenant will be placed on the Wait List, unless otherwise instructed (if the recommendation is approved by the Committee).
- 6.7.5.6 All decisions will be submitted to the Tenant in writing.

6.7.6 *Vacated Units:*

- 6.7.6.1 Gitsegukla Band housing is a limited resource and shall be fully utilized. All Tenants must Occupy their homes on a regular basis.
- 6.7.6.2 A Tenant will not vacate a home for more than 30 consecutive days without providing advanced notice to the Housing Department.
 - a) A home is considered vacated based on the absence of the Tenant, even if certain Occupants remain in the unit.
- 6.7.6.3 The Tenant will notify the Housing Department:
 - a) In-person, by scheduling a meeting with a member of the Housing Department; or
 - b) By written letter, mailed / submitted to the Gitsegukla Band office reception.
- 6.7.6.4 The Tenant must provide:
 - a) The reason for the extended absence.
 - b) Confirmation that the absence is temporary.
 - c) Confirmation that they have made arrangements to ensure rent payment(s).
 - d) The name, age, and contact information of the Primary Contact during the Tenant's absence.
 - i. The Primary Contact must be a Registered Occupant age 19 or over.
- 6.7.6.5 The Housing Department will review the request. It is at the full discretion of the Department to confirm or deny a request to temporarily vacate a unit or make adjustments to the terms proposed by the Tenant.
 - a) The Housing Department will notify the Tenant of his / her decision and any relevant terms.
 - b) If denied, the Tenant will not vacate the unit (or must return to the unit immediately).

- 6.7.6.6 If the absence is not likely to be temporary and there are Occupants that would like to remain in the unit, the Housing Department will request that Transfer of Tenancy procedures be initiated.
- 6.7.6.7 If a Tenant vacates a home for more than thirty (30) days without paying rent, the Tenant shall be in violation of the Policy.
- 6.7.6.8 In such instances, the Housing Department will provide written notice to the Tenant advising that if he / she vacates the unit for another 30 days without paying rent, it shall be declared Abandoned.
 - a) The Housing Department will provide the deadline date in the letter.
- 6.7.6.9 After sending notice, the Housing Department will make a reasonable effort to get in touch with the Tenant via the remaining Occupants (if applicable) or the Tenant's next of kin.
- 6.7.6.10 If the Tenant cannot be reached or has indicated that he / she will not be returning, and there are Occupants that would like to remain in the unit, Transfer of Tenancy procedures will be initiated.

6.7.7 *Abandoned Units:*

- 6.7.7.1 If a Tenant vacates a unit for more than sixty (60) days without paying rent, the Housing Department will recommend to the Housing Committee that the unit be declared Abandoned.
- 6.7.7.2 Once presented with a recommendation (to declare a unit Abandoned), the Housing Committee will discuss the recommendation at the next meeting and make a decision.
 - a) The Housing Department shall present the reasons for the recommendation to the Committee.
- 6.7.7.3 If the unit is declared to be Abandoned, the Housing Department shall send written notice advising the Tenant that he / she (and any Occupants) have 30 days to remove the belongings from the unit or premises (i.e. the Possession Removal Period), otherwise they will be removed.
 - a) Once a Tenant has been sent written notice of Abandonment, the Tenant forfeits his / her Tenancy. The Tenant will not re-establish Tenancy within the thirty (30) day Possession Removal Period.
- 6.7.7.4 A member of the Housing Department shall also post a notice on the door of the unit and on a bulletin board in the Gitsegukla Band administration building.
- 6.7.7.5 If the Tenant is unable to remove his / her possessions, he / she may send a written letter to the Housing Department designating a representative to act on the Tenant's behalf. This is also an option for retrieving items from storage (See Section 6.7.7.6).
- 6.7.7.6 If the Tenant does not collect his / her belongings within the 30-day Possession Removal Period, the Housing Department will remove the Tenant's belongings from the unit and place them in safe storage for a period of 60 days unless:
 - a) The property has a total market value of less than \$500;
 - b) The cost of storage is greater than the resale value; or
 - c) The storage of the property is unsafe or unsanitary.

In such instances, the property may be disposed of.

- 6.7.7.7 Prior to removing the belongings, the Housing Department will prepare a written inventory and note the condition of all items. A member of the Housing Department will also take photographs to document the condition of the items.
- 6.7.7.8 If the items are claimed within the 60-day period, they shall not be returned to the Tenant until the Gitsegukla Band has been reimbursed for the cost of removal and storage.
- 6.7.7.9 If the items remain unclaimed after 60 days, the items will be disposed of. At least 30 days before disposing of the possessions, the Housing Department will:
- a) Give notice to the Tenant.
 - b) Give notice to anyone that the Housing Department is aware of and may have an interest in the items.
 - c) Post a notice on a public bulletin board at the Gitsegukla Band administration building with the following information:
 - i. Name of Tenant and address of the unit.
 - ii. Gitsegukla Band contact information.
 - iii. Description of possessions.
 - iv. A statement notifying that possessions will be disposed of unless claimed by the appropriate party.

6.7.8 *Transfer of Tenancy*

- 6.7.8.1 No Tenant will transfer his / her Tenancy to another individual without the authorization of the Housing Department.
- 6.7.8.2 Any Tenant wishing to transfer his / her Tenancy must submit a written request to the Housing Department explaining the reason for the request. If this cannot be completed by the Tenant (e.g. due to extraordinary circumstances, such as the death of the Tenant), the individual wishing to assume Tenant responsibilities may submit the request.
- 6.7.8.3 Transferring Tenancy is not a means to bypass the Allocation process and should only be requested for reasons of extraordinary circumstances (e.g. unforeseen circumstances related to the Tenant that fundamentally impact the other Occupants' ability to remain on the premises). This includes relationship breakdowns and survivorship situations (Section 6.8).
- 6.7.8.4 Once a request has been submitted, the Housing Department will review the request and make a determination based on his / her discretion. The Housing Department is under no obligation to consider or approve a request.
- 6.7.8.5 When making its decision, the Housing Department will consider the following factors:
- a) If the proposed replacement Tenant is Eligible as per Section 6.2.
 - i. A Non-Member will be considered Eligible if he/ she meets the conditions of Section 6.8.3.
 - b) If the proposed replacement Tenant, in the opinion of the Housing Department, is a suitable replacement and is able to meet the obligations of Tenancy at the Gitsegukla Band.
 - c) If circumstances warrant Transfer of Tenancy (See Section 6.7.8.3).
- 1.1.1.1 The Housing Department may request a meeting with the Tenant / relevant parties.
- 1.1.1.2 The Housing Department will notify the existing Tenant and proposed replacement Tenant of his / her decision in writing.
- 1.1.1.3 If the Housing Department approves the request, the replacement Tenant must sign a new Rental / Tenancy Agreement. Until this occurs, Tenancy has not been transferred.

6.7.9 *Sub-Leasing:*

6.7.9.1 Sub-leasing is not permitted under any circumstances.

6.7.9.2 Any sub-leasing of a unit is a violation of the Policy and will result in the immediate Termination of Tenancy.

6.7.10 *Insurance:*

6.7.10.1 The Gitsegukla Band will insure all units and premises.

6.7.10.2 The Gitsegukla Band will provide Contents Insurance for Tenants.

6.8 RELATIONSHIP BREAKDOWN / SURVIVORSHIP

6.8.1 *In instances of relationship breakdown (i.e. breakdown of a marriage or common law relationship), the following policies apply:*

6.8.1.1 If there are Dependents Occupying the unit, the individual that retains legal custody of the Dependents shall have priority to remain in the unit. This applies to Non-Members in accordance with Section 6.8.3.

6.8.1.2 If there are no Dependents and both individuals are Members of the Gitsegukla Band, the two individuals shall come to a mutual agreement on who shall retain the unit.

a) The Housing Committee will set a deadline under which to reach an agreement.

b) If agreement is reached, the individual that does not remain in the unit may apply for another unit in accordance with this Policy.

c) If no agreement is reached, both individuals will be subject to forfeiture of the unit and Termination of Tenancy.

6.8.1.3 If there are no Dependents and only one individual is a Member of the Gitsegukla Band, the Gitsegukla Band Member shall retain the unit.

6.8.1.4 Tenancy shall be transferred to the appropriate individual in accordance with the relevant procedures as outlined in Section 6.7.8 (as applicable).

6.8.2 *In instances of survivorship (i.e. death of a Tenant), the following policies apply:*

6.8.2.1 If one of the remaining Occupants meets the criteria in Section 6.7.8.5, Tenancy may be transferred to that individual in accordance with the relevant procedures outlined in Section 6.7.8. Tenancy may also be transferred to Non-Member Occupants that meet the criteria outlined in Section 6.8.3.

6.8.2.2 If the remaining Occupants are Gitsegukla Band Members under the age of 19 (i.e. Dependents), then Tenancy may be transferred to:

a) An immediate family member that meets the criteria in Section 6.7.8.5 and can demonstrate legal custody of the Dependents currently Occupying the unit; or

b) A Non-Member, in accordance with Section 6.8.3;

- 6.8.2.3 Tenancy shall be transferred in accordance with the relevant procedures outlined in Section 6.7.8.
- 6.8.2.4 If there are no remaining Occupants or the remaining Occupant is a Non-Member without dependents (as per Section 6.8.3), Tenancy shall be terminated and the unit re-allocated in accordance with Section 6.5 of this Policy.
 - a) Any remaining Occupants shall be given ninety (90) days' notice. The notice will be provided to the occupant the next business day after completion of cultural grieving period.
- 6.8.3 *In instances of relationship breakdown or survivorship only, a Non-Member may assume the role of Tenant if he / she:*
 - a) Meets all other Eligibility criteria (See Section 6.2).
 - b) Is or was married to or in a marriage-like (i.e. common law) relationship with the original Tenant;
 - c) Can demonstrate legal custody of Gitsegukla Band Member Dependents currently occupying the unit in question.

6.9 CULTURAL PRACTICES

- 6.9.1 *The Gitsegukla Band will take into account cultural practices and the wishes of the family upon the death of a household member. This will include (but is not limited to):*
 - a) Prohibiting Occupancy of the unit for a defined period of time.
- 6.9.2 *Requests should be made directly to the Housing Department, where it will communicate the wishes to the Housing Committee.*
- 6.9.3 *The Housing Committee will determine the appropriate course of action and notify the requestor.*
- 6.9.4 *The Gitsegukla Band will do its best to accommodate the surviving household members (if applicable) but cannot guarantee that another unit will be available.*

6.10 MAINTENANCE

- 6.10.1 *General:*
 - 6.10.1.1 Maintaining the unit and premises is a shared responsibility between the Gitsegukla Band and the Tenant.
- 6.10.2 *Tenant Responsibilities:*
 - 6.10.2.1 Tenants must maintain their unit and premises in a reasonable condition at all times.
 - 6.10.2.2 Tenants must maintain a healthy and safe living environment within their units and premises at all times.
 - a) Uninsured and/or broken-down vehicles (including recreational vehicles) cannot be parked in the Band owned parking lots.
 - 6.10.2.3 The Tenant shall provide the Gitsegukla Band with access to the unit or premises to complete any Health and Safety, Major, or Annual / Routine maintenance, inspections, repairs, or replacements (See Section 6.10.3).
 - a) Provided proper notice has been given in advance (See Section 6.10.3.2).

6.10.2.4 Tenants are responsible for completing General household maintenance and Minor repairs and replacements, which include (but are not limited to):

6.10.2.4.1 General Household Maintenance:

- a) House cleaning.
- b) Vacuuming.
- c) Window cleaning.
- d) General sink, toilet, shower maintenance (i.e. keeping clean, unblocked).
- e) Cleaning appliances.
 - i. Including removing the lint from the dryer after each use.
- f) Cleaning furnace or other air filters.
- g) Cleaning out the dryer duct in the Spring and Fall.
- h) Monitoring and wiping up moisture.
- i) Cleaning the basement floor drain.
 - i. Including pouring 2 cups of water in the basement floor drain every month.
- j) Cleaning out gutters every Fall.
- k) Ensuring the gutter leads are directed away from the foundation.
- l) Keeping the yard or common areas free from garbage or debris.
- m) General yard maintenance and weeding.
- n) Garbage removal.
 - i. Including keeping garbage bins clean.
 - ii. Removal of broken-down vehicles and/or recreational vehicles
- o) Snow removal.
- p) Ensuring smoke detectors are in good working order.

6.10.2.4.2 Minor Repairs and Replacements:

- a) Repairing or replacing any appliances or fixtures purchased or installed by the Tenant.
- b) Replacing light bulbs.
- c) Changing furnace or other air filters.
- d) Repairing minor fixtures (i.e. broken door knobs, light switch plates)
- e) Minor bathroom replacements (i.e. shower curtains, toilet seat covers).
- f) Repairing or replacing small parts for taps or fixtures (i.e. washers, screws, hinges).
- g) Minor repairs to walls (i.e. scratches / marks, chipped paint), drywall, doors, and windows.
- h) Checking and replacing batteries in the smoke alarm.

6.10.2.5 Tenants are responsible for paying all costs associated with General household maintenance and Minor repairs and replacements.

6.10.2.6 Tenants are responsible for paying all costs associated with fixing broken drywall, doors, and windows that are damaged due to the actions of the Tenant, Occupants, or guests. If the damage has not been repaired by the Tenant within 30 days, the Gitsegukla Band will repair the damage at the cost to the Tenant.

- a) This is in addition to any other policies and procedures regarding Tenant damage or neglect in this Section (6.10).
- b) Tenants must immediately notify the Housing Department, in accordance with the procedures outlined in Section 6.10.4, if there are any Health and Safety or Major repairs, replacements, or maintenance required. This includes notifying the Housing Department of any leaks.

6.10.2.7 Tenants will not complete any Major or Health and Safety repairs, replacements, or maintenance without the written approval of the Housing Department.

6.10.3 *Gitsegukla Band Responsibilities*

6.10.3.1 The Gitsegukla Band is responsible for ensuring that its housing units and premises remain in a safe, healthy, and habitable physical condition.

6.10.3.2 The Gitsegukla Band must provide the Tenant with basic home maintenance training.

6.10.3.3 The Gitsegukla Band must provide the Tenant with reasonable notice prior to completing any inspections, repairs, replacements, or maintenance (See Sections 6.10.4.2 and 6.10.5.2).

6.10.3.4 The Gitsegukla Band is responsible for completing all Major and Health and Safety repairs and replacements, which include (but are not limited to):

6.10.3.4.1 Major Repairs and Replacements:

Consideration of priority for major repair and replacements is subject to the terms outlined in Section 6.10.4.4. Major repairs and replacements include electrical, plumbing, heating and cooling, structural and major fixture and appliance issues, such as:

- a) Repairing or replacing electrical wiring or switches.
- b) Repairing or replacing broken smoke detectors.
- c) Repairing or replacing leaking or broken pipes.
- d) Repairing or replacing major bathroom fixtures or components (i.e. sinks, toilets, bathtubs, shower stalls, mirrors, and fans) not included in Tenant responsibilities.
 - i. Including fixing major blockages that the Tenant is unable to resolve as part of Tenant responsibilities.
- e) Repairing or replacing major internal, household fixtures (i.e. doors, windows, stairs, railings, and flooring).
- f) Repairing or replacing major, external household fixtures (i.e. steps, pathways, railings, ramps, chimney, and gutters).
 - i. Structural-type repairs or replacements (i.e. ceilings, walls, roof, foundation) that includes cracks, water damage, holes, and leaks.
- g) Repairing or replacing furnaces, base boards, central air conditioners, ceiling fans, insulation, hot water heaters, propane delivery systems, and fireplaces.
- h) Any repairs or maintenance of major appliances owned by the Gitsegukla Band (i.e. those that come with the unit).

6.10.3.4.2 Health and Safety:

Any issue related to the unit or premises that poses a health or safety threat to any unit occupants or neighboring residents, such as:

- a) Electrical or fire hazards (i.e. exposed wiring, smoking appliances).
- b) Disconnected hydro.
- c) Rodent, major insect and/or bed bug infestations.
- d) Gas leaks.
- e) Broken heating systems during winter.
- f) Not including heating systems that have run out of fuel.
- g) Mould.
- h) Sanitary sewer discharge.
- i) Collapsing structural components (i.e. roof, foundation, walls).

6.10.3.5 The Gitsegukla Band is responsible for completing quarterly / routine maintenance and inspections in accordance with any Gitsegukla Band maintenance strategies (See Section 6.10.5).

6.10.4 *Notification / Procedures:*

- 6.10.4.1 Tenants must immediately notify the Housing Department if there are any Major or Health and Safety repairs required (See Section 6.10.3.3).
- 6.10.4.2 Upon receiving notification from the Tenant of a Major or Health and Safety repair need, the Housing Department will arrange an inspection to occur within 24 hours (Health and Safety) or 48 hours (Major) or at another time as agreed upon by the Tenant. The inspection will be undertaken by the Housing Department or the Public Works Department (at the direction of the Housing Department).
- a) The Housing Department / Public Works Department will assess the:
 - i. Severity / extent of the issue.
 - ii. Cause of the issue.
 - iii. Any other relevant factors (i.e. repair history).
 - b) The Housing Department or Public Works Department will document the issue by filling out a Condition Inspection Report (Appendix G) and taking photographs, as needed.
 - c) The Tenant will ensure the Housing Department / Public Works Department is able to access the unit or premises to complete the inspection.
 - d) If the inspection is completed by the Public Works Department, the Public Works Department will provide inspection records to the Housing Department.
- 6.10.4.3 Based on the results of the inspection, the Housing Department will:
- a) Determine the party responsible for paying for the repair.
 - b) Arrange for the required maintenance work to be completed or place it on a Maintenance Wait List.
- 6.10.4.4 It will be necessary for the Housing Department to prioritize maintenance issues due to financial or capacity limitations, high demand, varying levels of urgency, or other factors; as required, these issues will be placed on a Wait List and addressed in order of priority.
- a) Health and Safety issues will receive top priority, followed by Major repairs and replacements.
 - b) For Major repairs and replacements, Tenants who:
 - i. Are in good financial standing with the Gitsegukla Band;
 - ii. Have waited longer than other Tenants for similar repairs; and
 - iii. Did not cause the issue due to damage or neglect;
- Will be given priority, when possible.
- 6.10.4.5 If the repair is due to damage or neglect by the Tenant, the cost shall be borne by the Tenant.
- a) If the cost is to be borne by the Tenant, the Housing Department will provide a written cost estimate prior to beginning repair works.
- 6.10.4.6 If the repair is due to general wear and tear or faulty works, the cost shall be borne by the Gitsegukla Band.
- 6.10.4.7 The Housing Department will notify the Tenant in writing outlining the upcoming works and schedule. The Housing Department make all efforts to ensure that all work is completed within a reasonable period of time and with minimal disruption to the Tenant.
- 6.10.4.8 All maintenance work will be completed by the Public Works Department or a designated Agent (i.e. contractor).
- a) Only the Public Works Department or its designated Agents will order, purchase, or receive building materials.

- b) The Public Works Department or its designated Agents will ensure materials meet quality standards, are delivered to the site in good conditions, and are protected during the building process.

6.10.5 Routine Maintenance and Inspections:

- 6.10.5.1 The Housing Department or their designated Agents will complete a minimum of four (4) routine maintenance and inspections at various points in the year in accordance with quarterly maintenance schedules / priorities.
- 6.10.5.2 Tenants will receive advanced, written notice at least two (2) calendar weeks prior to any scheduled maintenance work or inspection. Notice of Maintenance or Inspection shall include:
 - a) The reason for the works / inspection.
 - b) The day and estimated time (if applicable) it will take place.
 - c) Any anticipated impacts.
 - d) Who will be performing the works / inspection.
 - e) Any other relevant instructions.
- 6.10.5.3 The Tenant will ensure the Housing Department, or designated Agent is able to access the unit or premises at the designated time.

6.10.6 Voluntary Works:

- 6.10.6.1 The Gitsegukla Band supports Tenants who want to invest time, money, and effort to improve their units or properties.
- 6.10.6.2 As the owner of the unit and property, the Gitsegukla Band has sole discretion to approve, deny, or alter any terms and conditions of any voluntary works.
- 6.10.6.3 No Tenant will perform any voluntary works, including renovations or upgrades, without prior written approval of the Housing Department.
- 6.10.6.4 Any Tenant wishing to upgrade or renovate their unit or property must submit written notice to the Housing Department outlining:
 - a) The works to be completed.
 - b) The estimated cost.
 - c) The proposed contractor.
 - d) If the Tenant requests reimbursement / the level of reimbursement requested.
- 6.10.6.5 The Housing Department will review the request, the Tenant's terms, and any other relevant factors and either:
 - a) Approve the request.
 - b) Deny the request.
 - c) Propose alternative terms.
 - d) Request a meeting or call with the Tenant to discuss the terms prior to making a decision.

- 6.10.6.6 It is at the full discretion of the Housing Department to determine the appropriate course of action. The Housing Department is under no obligation to approve any requests.
- 6.10.6.7 In instances where the Housing Department and Tenant are able to reach an agreement, the Housing Department and Tenant will each sign any relevant Agreements or Contracts outlining the terms established.

6.11 RENT PAYMENT

6.11.1 Rates

- 6.11.1.1 Rental rates shall be set by the Housing Committee and outlined in Appendix A.
- 6.11.1.2 Fees shall be reviewed on an annual basis by the Housing Committee.
- 6.11.1.3 All rate increases shall be approved by the Housing Committee.
- 6.11.1.4 All rate increases shall be applied equally to all Tenants.
- 6.11.1.5 The Housing Department shall provide a minimum three (3) months' advanced written notice to all affected Tenants.
- 6.11.1.6 Provided 3 months' notice has been provided, the new rental rate shall take effect at the end of the notice period.

6.11.2 Payment and Collection:

- 6.11.2.1 Tenants shall pay rent for the duration of their Tenancy (See Section 6.6.1.2).
- 1.1.1.4 Rent shall be paid on a regular schedule as outlined in the Rental / Tenancy Agreement or Payment Plan.
 - 1.1.1.4.1 Unless a Payment Plan is established, rent shall be paid on a monthly basis.
- 6.11.2.2 The Tenant is responsible for paying rent in-full and on-time.
 - 1.1.1.4.2 If the day falls on a weekend or holiday, rent is due on the first business day following the 1st of the month.
 - 1.1.1.4.3 Rent for each month is paid at the beginning of the month (i.e. rent paid on April 1st covers rent for the month of April).
 - 1.1.1.5 Rent is to be paid directly to the Gitsegukla Band Finance Department by one of the following means:
 - a) Bi-weekly payroll deduction;
 - b) Electronic transfer;
 - c) Post-dated cheques for the duration of the term (A \$50.00 fee will be charged for all cheques that cannot be cashed due to insufficient funds of the account holder); or
 - d) Cash.
 - 1.1.1.6 If the tenant is an employee of the Band, an agreement can be made to debit rent payments through regular payroll deductions.

- 6.11.2.3 By default, Tenants will not receive notification that rent has been paid. However, Tenants may request a monthly invoice from the Finance Department for their records.
- 6.11.2.4 In such cases, not receiving the invoice or receiving the invoice late does not change the requirements for paying rent as outlined in this Section (Section 6.11).
- 6.11.2.5 Any rent payment received after the due date shall be considered late and shall be subject to the terms outlined in Section 6.12.
- 6.11.2.6 If a Tenant anticipates that he / she will not be able to pay rent in-full or on-time, he / she must immediately contact the Finance Department prior to the next rent payment due date. The Finance Department shall determine the appropriate course of action. This may include:
 - a) Advising the Tenant that he / she will be in Arrears if payment is not made in-full and on-time.
 - b) Making a one-time adjustment to the rent due date for the Tenant.
 - c) Requiring the Tenant to meet in-person with the Finance Department and complete an Arrears Repayment Agreement.

6.11.3 Processing of Payment and Status:

- 6.11.3.1 The Finance Department will process all rent payments received and shall make note if payment was made:
 - a) On-time; and
 - b) In-full (or in accordance with the relevant Payment Plan).
- 1.1.1.7 If a Tenant meets both criteria, the Tenant shall be considered Current.
- 1.1.1.8 If a Tenant does not meet both criteria, the Tenant shall be considered in Arrears (i.e. late / behind on rent).
- 1.1.1.9 The Finance Department will prepare a monthly report for the Housing Department indicating the rent status of all Tenants (i.e. Current or in Arrears).
- 1.1.1.9.1 This shall occur immediately after rent payments have been processed so that the Housing Department may act promptly, in accordance with Section 6.12.
- 1.1.1.10 The Housing Department will review the report and:
 - 1.1.1.10.1 If a Tenant is Current, the Housing Department will take no further action.
 - 1.1.1.10.2 If a Tenant is in Arrears, the Housing Department shall act in accordance with Section 6.12.

6.12 RENTAL ARREARS

6.12.1 Right of Recovery:

- 6.12.1.1 Payment of rent is a fundamental responsibility of all Tenants living in Gitsegukla Band Housing.
- 6.12.1.2 Recovery of outstanding rent (i.e. Arrears) is a fundamental right of the Gitsegukla Band.
- 6.12.1.3 To recover rental Arrears owed by a current or former Tenant, the Gitsegukla Band Reserves the right to withhold:
 - a) Up to 20% of any payment made by Gitsegukla Band to the Tenant for services rendered; and
 - b) Up to 20% of any future financial settlement awarded to the Gitsegukla Band.

This is in addition to any provisions or procedures outlined in this Section (Section 6.12).

6.12.1.4 All financial penalties will be signed off by the Housing Committee.

6.12.2 General Provisions:

6.12.2.1 As noted in Section 6.11.3.3, any Tenant that does not pay his / her rent in-full and on-time (or in accordance with the relevant Agreement / Payment Plan) shall be considered in Arrears.

6.12.2.2 All Tenants in Arrears must immediately make Payment (i.e. pay any outstanding amount needed to meet the Tenant's monthly rental obligation) or contact the Finance Department to establish an Arrears Repayment Agreement.

6.12.2.2.1 Once an Arrears Repayment Agreement has been established, Tenants shall be subject to the terms of Section 6.12.5.

6.12.2.3 Any Tenant that does not immediately make Payment or establish an Arrears Repayment Agreement, shall be notified by the Housing Department of their obligations and shall be at risk being in violation of the Policy.

6.12.2.4 The Housing Department will make every attempt to contact the Tenant (See Section 6.12.3). However, not receiving notification or receiving notification late does not exempt a Tenant from meeting his / her responsibilities (or being in violation of the Policy).

6.12.3 Recovery Procedures / Violations:

6.12.3.1 The Housing Department shall take the following actions to address Tenant Arrears:

1 Week Late:

6.12.3.1.1 As soon as a Tenant is one (1) week in Arrears (i.e. 1 week late), the Housing Department shall call the Tenant and request the Tenant immediately pay the full balance of their outstanding rent or establish an Arrears Repayment Agreement or risk being in violation of the Policy. This shall be considered as a 'Warning Call'.

6.12.3.1.2 If Payment is submitted to the Finance Department or the Tenant establishes an Arrears Repayment Agreement within 4 weeks (from the 1st of the month), the Housing Department shall take no further action.

4 Weeks Late:

6.12.3.1.3 If the Tenant has not repaid the full balance within 4 weeks (i.e. is 4 weeks late) or established an Arrears Repayment Agreement, the Housing Department shall send a written notice of Violation to the Tenant, notifying them of the following:

- a) That they have committed a Level 1 Violation of the Policy (See Table 1, Section 6.13 for violation Levels).
- b) That they must take immediate action to submit Payment or establish an Arrears Repayment Agreement or risk being in further violation of the Policy.

6.12.3.1.4 If Payment is submitted to the Finance Department or the Tenant establishes an Arrears Repayment Agreement, the Housing Department shall take no further action.

6 Weeks Late:

6.12.3.1.5 If the Tenant has not repaid the full balance within 6 weeks (i.e. is 6 weeks late) or established an Arrears Repayment Agreement, the Housing Department shall contact the Tenant and notify them of the following:

- a) That they have committed a Level 2 Violation of the Policy.
- b) That they are required to meet with the Housing Department.
- c) That they must take immediate action to submit Payment or establish an Arrears Repayment Agreement or risk being in further violation of the Policy.

6.12.3.1.6 If the Tenant:

- a) Meets with the Housing Department; and
- b) Submits Payment to the Finance Department or establishes an Arrears Repayment Agreement;

The Housing Department shall take no further action.

8 Weeks Late:

6.12.3.1.7 If the Tenant has not repaid the full balance within eight weeks (i.e. is 8 weeks late) or established an Arrears Repayment Agreement, the Housing Department shall contact the Tenant and notify them of the following:

- a) That they have committed a Level 3 Violation of the Policy.
- b) That they are required to meet with the Housing Committee.
- c) That they must take immediate action to submit Payment or establish an Arrears Repayment Agreement or risk being in further violation of the Policy.

6.12.3.1.8 If the Tenant:

- a) Meets with the Housing Committee; and
- b) Submits Payment to the Finance Department or establishes an Arrears Repayment Agreement;

The Housing Department shall take no further action.

12 Weeks Late:

6.12.3.1.9 If the Tenant has not repaid the full balance within twelve weeks (i.e. is 12 weeks late) or established an Arrears Repayment Agreement, the Housing Department shall contact the Tenant and notify them of the following:

- a) That they have committed a Level 4 Violation of the Policy.
- b) That it has been recommended to the Housing Committee that Tenancy be Terminated.

6.12.3.1.10 If Tenancy is Terminated by the Housing Committee, the Housing Department will serve the Tenant with a Notice to Vacate and the Tenant will have 30 days to vacate the unit and premises.

6.12.3.2 In addition to any procedures outlined in this Section (i.e. calling, meeting), the Housing Department shall send or deliver written notice to all Tenants upon any violation.

6.12.4 *Reduction of Rent / Arrears Violation:*

6.12.4.1 Tenants that have committed rent / Arrears violations may reduce the Level of Violation (See Table 1, Section 6.13) upon the full, on-time payment of rent / Arrears (in accordance with their applicable Agreement) for a period of three (3) consecutive months.

6.12.5 Arrears Repayment Agreement:

6.12.5.1 Tenants unable to meet their rental obligations will establish an Arrears Repayment Agreement with the Finance Department.

6.12.5.2 While the Tenant remains in Arrears, the Repayment Agreement will take place of the rent payment terms (only) under the Rental / Tenancy Agreement. All other terms in the Rental / Tenancy Agreement shall remain in effect.

6.12.5.3 Once an Arrears Repayment Agreement is established, Tenants are required to abide by the dates and terms of the Agreement.

6.12.5.4 Any late or partial payments when under an Arrears Repayment Agreement shall be subject to the policies and procedures outlined in Section 6.12.3 except:

6.12.5.4.1 Establishing an Arrears Repayment Agreement will no longer be an option.

6.12.5.5 The Finance Department may consider a request by a Tenant to make a one-time adjustment to the terms Arrears Repayment Agreement. This will be at the sole discretion of the Finance Department (in consultation with the Housing Department) and will be based on the Tenant's history. The Finance Department is under no obligation to grant this request.

6.13 VIOLATIONS AND PENALTIES

6.13.1 The Housing Department shall keep a record of all Tenant violations.

6.13.2 Violations and penalties will be reviewed at each Housing Committee meeting.

6.13.3 Any Tenant that:

- a) Fails to pay rent in-full and on-time;
- b) Fails to pay utilities and keep accounts in good standing;
- c) Fails to adhere to the conditions of any Agreements;
- d) Acts in a disruptive, unsafe, or illegal manner;
- e) Fails to maintain their home in a reasonable state of repair;
- f) Attempts to transfer their unit without authorization;
- g) Attempts to sublet or sell their unit;
- h) Vacates a unit without notice and paying rent;
- i) Abandons a unit;
- j) Fails to report changes in Occupancy;
- k) Creates, permits, or allows unsafe or unhealthy conditions for themselves, their occupants, or neighbours;
- l) Permits or allows damage to the unit or property;
- m) Acts in a manner that contravenes any laws or policies of the Gitsegukla Band; or
- n) Obstructs, interferes with, or undermines the administration or application of the Housing Policy; or
- o) Knowingly gives false information to the Gitsegukla Band;

Shall be in violation of the Policy.

6.13.4 *Violations are determined according to a Level system (See Table 1), which categorizes a violation and links it to a corresponding action / penalty.*

6.13.5 *If not otherwise defined in this Policy, it is the discretion of the Housing Department to determine the Level of the violation. The Level of the violation shall be based on the following factors:*

- a) The severity of the violation.
- b) The frequency of the violation.
- c) Other past violations.
- d) Any other mitigating circumstances.

6.13.6 *The Tenant is responsible for all violations. Any violation by the Tenant, Occupants, or guests will be considered a violation by the Tenant.*

6.13.7 *Violations shall be categorized as follows:*

6.13.7.1 *Minor Violations:*

- a) Allowing rent to be 4 weeks overdue (and not establishing / adhering to the terms of a Repayment Agreement).
- b) Noise complaint.
- c) Allowing the unit or premises to fall into minor disrepair (i.e. beyond regular wear-and-tear).
- d) Garbage or debris in the yard or common areas.
- e) Failing to permit access to a unit or premises for Annual / Routine inspections or maintenance when provided with proper notice (applies per attempt to gain access).
- f) Failing to notify the Housing Department for reasons not otherwise noted in this Section (Section 6.13).

6.13.7.2 *Major Violations:*

- a) Allowing payment to be 8 weeks overdue (and not establishing / adhering to the terms of a Repayment Agreement).
- b) Allowing payment of utilities to be 12 weeks overdue from start of billing cycle.
- c) Attempting to transfer tenancy without authorization.
- d) Failing to immediately notify the Housing Department regarding changes in Occupancy (Over or Under Occupancy or replacing existing Occupants).
- e) Failing to comply with a written directive of the Housing Department – and failing to follow to the Appeals process – within the defined period of time.
- f) Causing damage to a unit or premises or allowing it to fall into major disrepair.
 - i. Includes failing to immediately notify the Housing Department upon damage or major disrepair to a unit or premises, regardless of the cause.
- g) Failing to immediately notify the Housing Department of any Major repair or Health and Safety issues in the unit or premises.
- h) Performing Health and Safety, Major, or Voluntary works on a unit or premises without written approval of the Housing Department.
- i) Vacating a unit for over one (1) month without paying rent.
- j) In instances where works are required due to damage or neglect by the Tenant:
 - i. Failing to pay the Gitsegukla Band in a timely manner for repairs carried out by the Gitsegukla Band.
 - ii. Failing to complete the repairs in a timely manner in accordance with appropriate standards (if applicable).
- k) Failing to permit access to a unit or premises for Health and Safety or Major repairs, replacements, or maintenance when given proper notice (applies per attempt to gain access).

6.13.7.3 Severe Violations:

- a) Knowingly giving false information to the Gitsegukla Band.
- b) Allowing rent to be twelve (12) weeks overdue (and not establishing / adhering to the terms of a Repayment Agreement).
- c) Attempting to sell or sublease a unit.
- d) Abandoning a unit (i.e. vacating a unit for over two (2) months without paying rent).
- e) Failing to immediately notify the Housing Department regarding substantial changes in Occupancy that result in levels well over or under Occupancy limits (i.e. severe over / under Occupancy) or that result in a substantial replacement of existing occupants.
 - i. Includes failing to immediately comply with a directive of the Housing Department if notification was provided (by the Tenant) but the request was denied (by the Housing Department).
- f) Causing extraordinary damage to a unit or property or acting in a manner that places Gitsegukla Band's property at significant risk.
- g) Significantly interfering with, unreasonably disturbing, or threatening another Tenant, Homeowner, Occupant, Resident, Community Member, a Gitsegukla Band Representative, or the Gitsegukla Band.
- h) Jeopardizing the health or safety or a lawful right or interest of another Tenant, Homeowner, Occupant, Resident, Community Member, a Gitsegukla Band Representative, or the Gitsegukla Band.
- i) Engaging in illegal activity that:
 - i. Causes or is likely to cause damage to Gitsegukla Band property.
 - ii. Adversely affects or jeopardizes or is likely to adversely affect or jeopardize the quiet enjoyment, security, safety, physical well-being, or lawful right or interest of another Tenant, Homeowner, Occupant, Resident, Community Member, a Gitsegukla Band Representative, or the Gitsegukla Band.

6.13.8 *The Housing Department may consult with the Housing Committee before determining the Level of the violation.*

6.13.9 *All violations are cumulative and go on a Tenant's permanent record. As such, penalties increase upon each additional violation.*

6.13.10 *As noted in Section 6.12.4, Tenants that have committed rent / arrears violations may reduce the Level of violation upon the full, on-time payment of rent / Arrears (in accordance with their applicable Agreement) for a period of three (3) consecutive months. This is applicable to rent / Arrears violations only.*

6.13.11 *Based on the number and Level of the violation, the Housing Department may take one of the following actions:*

- a) Level 0: Warning Call (rent / Arrears violations only)
- b) Level 1: Send or Deliver Notice of Violation
- c) Level 2: Require that the Tenant meet with the Housing Department.
- d) Level 3: Require that the Tenant meet with the Housing Committee.
- e) Level 4: Recommend Termination of Tenancy / Send or Deliver Notice of Eviction (if confirmed by the Committee)

6.13.12 *In addition to any procedures outlined in this Section (i.e. calling, meeting), the Housing Department shall send or deliver written notice upon any violation.*

6.14 TERMINATION OF TENANCY / EVICTION FROM GITSEGUKLA BAND HOUSING

6.14.1 *The Gitsegukla Band reserves the right to Terminate Tenancy (i.e. evict) upon the occurrence of a Level 4 Violation.*

6.14.2 *All Termination of Tenancy (i.e. eviction) decisions shall be made by the Housing Committee.*

6.14.3 *If Termination of Tenancy is confirmed by the Committee, the Housing Department shall serve the Tenant with a Notice to Vacate (i.e. eviction notice):*

- a) If the violation has not placed health, safety, or property at risk, the Tenant may be given 30 days' notice.
- b) If the violation has placed health, safety, or property at risk, the Tenant may be given less than 30 days' notice.

TABLE 1: VIOLATIONS AND PENALTIES

Level (Action)	Rent Maintenance Fee / Arrears	Minor Violation (# of violation)	Major Violation (# of violation)	Severe Violation (# of violation)
Level 0 (Warning Call)	2 Weeks Late *			
Level 1 (Notice of Violation)	4 Weeks Late *	1 st		
Level 2 (Meeting with Housing Department)	6 Weeks Late*	2 nd		
Level 3 (Meeting with Housing Committee)	8 Weeks Late*	3 rd	1 st	
Level 4 (Termination of Tenancy / Notice of Eviction; Repossession of Unit / Notice of Repossession)	12 Weeks Late*	4 th	2 nd	1 st
*If no Repayment Agreement established or if violates an existing Repayment Agreement.				

7 PURCHASE OF GITSEGUKLA BAND UNITS

Individuals living in non-social housing units may be eligible to purchase their unit from the Gitsegukla Band.

7.1 ELIGIBILITY

7.1.1 *All non-social housing units owned by the Gitsegukla Band that are mortgage-free may be purchased by the existing Tenant, provided that the Tenant:*

- a) Is 19 or over;
- b) Is a Gitsegukla Band Member or is a Non-Member with custody of Dependents that are Gitsegukla Band Members;
- c) Does not receive Shelter Allowance or will not jeopardize his / her Shelter Allowance by purchasing the unit;
- d) Is in Good Financial Standing with the Gitsegukla Band;
- e) Has lived in his / her unit for a minimum of 3 years;
- f) Understands and agrees to meet the terms and conditions of this Policy as they apply to Homeowners (See Sections 5 and 9).
- g) Understands and agrees to meet the legal responsibilities associated with private home ownership on Reserve;
- h) Has received a condition assessment and understands the condition of the unit (See Section 7.2); and
- i) Signs a Purchase / Ownership Agreement (Appendix D).

7.2 CONDITION ASSESSMENT

7.2.1 *Prior to the sale of any home, the Gitsegukla Band shall provide the prospective owner with a full Condition Inspection Report for the unit / structures, as well as any related documentation, such as:*

- a) Site plan and building floor plans.
- b) Repair history and prior inspections.
- c) Any illegal activity that's occurred in the unit previously.
- d) Any other relevant documentation.

7.3 SALE AND TRANSFER

7.3.1 All home sales shall be for \$1.

7.3.2 All sales shall be approved by the Housing Committee and Gitsegukla Band Council, who will sign a Band Council Resolution.

7.3.3 Once the sale has been approved, ownership of the unit shall be transferred from the Gitsegukla Band to the individual. Each party shall sign a Purchase / Ownership Agreement.

7.3.4 Transfer of ownership applies to the unit and associated structures only; all land (and underground infrastructure) remains under the sole possession of the Gitsegukla Band.

7.3.5 Once ownership has been transferred, the new owner shall be considered a Homeowner under the Policy (i.e. no longer a Tenant).

7.4 UNIT UPGRADES

7.4.1 Some units will be eligible for renovation funding through the department of Indigenous Services Canada (ISC).

7.4.2 The Gitsegukla Band may assist the Homeowner in applying for renovation funding from ISC, at the Homeowner's request, once the sale of the unit is complete.

7.4.3 The Gitsegukla Band cannot guarantee ISC funding.

8 SELF-FINANCED HOME CONSTRUCTION

The Gitsegukla Band encourages Members to finance and construct their own homes on Reserve.

8.1 GENERAL

- 8.1.1 All self-financed home construction shall be approved by the Housing Committee and signed off by Gitsegukla Band Council through a Band Council Resolution.
- 8.1.2 All self-financed home construction shall be subject to the policies as outlined in Section 10.1.

8.2 ELIGIBILITY

- 8.2.1 *To be eligible to construct his / her own home on Reserve, and individual must meet the following criteria:*
 - a) Is a Gitsegukla Band Member.
 - b) Is in Good Financial Standing with the Gitsegukla Band.
 - c) Understands and agrees to meet the terms and conditions of this Policy as they apply to Homeowners (See Sections 5 and 9).
 - d) Understands and agrees to meet the terms and conditions of this Policy as they apply to home construction (See Section 10).
 - e) Understands and agrees to meet the legal responsibilities associated with private home ownership on Reserve;
 - f) Is known to act in a manner that would not jeopardize health or safety on Reserve (See Section 4); and
 - g) Is able to fully finance the construction of the unit and all necessary infrastructure and servicing (See Section 8.3).

8.3 FINANCING

- 8.3.1 New homes may be financed through personal sources or through a commercial bank loan (i.e. mortgage).
- 8.3.2 Individuals securing financing through a bank will require a Ministerial Loan Guarantee (MLG) from the Gitsegukla Band.
- 8.3.3 The Gitsegukla Band will provide MLG's on a first-come first-served basis under the following conditions:
 - a) The individual has been conditionally approved by the bank and the only requirement of the Gitsegukla Band is to provide an MLG; and
 - b) By providing an MLG, the Gitsegukla Band will not be placing itself in financial jeopardy (i.e. due to over-commitment of funds).

8.4 APPLICATION

- 8.4.1 Individuals that meet the criteria outlined in Section 8.2 may submit a written request to the Housing Department demonstrating:
 - a) How the home will be financed and if an MLG is required.
 - i. If an MLG is required, the individual shall demonstrate proof of conditional approval by the bank.
 - b) The type of home and proposed location.

- c) The names and ages of occupants.
 - d) How the home will be serviced (i.e. water and sewer).
 - e) The construction schedule and any other relevant details.
- 8.4.2 The Housing Department review the proposal with the Housing Committee. Proposals will be reviewed in the context of:
- a) The Eligibility criteria (Section 8.2);
 - b) The Financing Criteria (Section 8.3); and
 - c) Any land use plans, housing strategies, servicing strategies or other applicable Gitsegukla Band plans or policies (See Section 10).
 - i. Eligible sites shall be allocated on a first-come first-served basis and are subject to availability.
- 8.4.3 The Housing Committee has full authority to approve, alter, or deny any and all aspects of a proposal. The Housing Committee may request a meeting with the individual to discuss the proposal and any conditions or changes required by the Housing Committee.
- 8.4.4 If the Housing Committee and individual come to an agreement, the Housing Committee shall forward the proposal, signed by the individual and including any relevant changes, to Gitsegukla Band Council for review and approval.
- 8.4.5 A Band Council Resolution (BCR) is required for approval; a copy of the BCR shall be provided to the individual.
- 8.4.6 If at any point in the process, the proposal is denied, the Housing Department shall provide written notification to the Tenant.
- 8.4.7 Once a BCR (and any other relevant Agreements) have been signed, the individual may begin to construct the unit in accordance with the terms of BCR / Agreement(s).
- 8.4.8 The individual shall be subject to all policies and procedures applicable to Homeowners under the Policy (See Sections 5 and 9).

9 HOMEOWNER UNITS

9.1 GENERAL

- 9.1.1 This Section (Section 9) applies to all housing located on Gitsegukla Band Reserve land owned by private individuals (Homeowners).
- 9.1.2 No individual will own more than one (1) home on Gitsegukla Band Reserve unless: a) All additional homes are fully self-financed.
- 9.1.3 Homeownership only applies to the housing unit and associated structures on the unit's premises. All land (and underground infrastructure) is fully owned by the Gitsegukla Band.
- 9.1.4 Homeowners are responsible for all aspects related to their housing unit and premises, as per the Homeowner Roles and Responsibilities (Section 5.7).
- 9.1.5 Homeowners are responsible to obtain, fund, and keep valid, their own home insurance policy.
- 9.1.6 Homeowners that commit a Serious Offense or Severe Violation, as outlined in Sections 4 and 9.6, will be subject to repossession / forfeiture of their unit.

9.2 SUBLEASE OF UNIT

- 9.2.1 Homeowners may sublease a unit provided that the Tenant meets the same criteria as required of Gitsegukla Band Tenants, outlined in Section 6.2.
- 9.2.2 The Homeowner remains fully responsible as outlined in Section 9.1.4.

9.3 SALES OF UNITS

- 9.3.1 Homeowners have the right to sell their unit at any time.
- 9.3.2 Homeowners may sell their unit to the Gitsegukla Band for \$1, at which point the (former) Homeowner will:
 - a) Sign a Rental / Tenancy Agreement and return to Tenant status; or
 - b) Vacate the unit.
- 9.3.3 Homeowners may sell their unit to another party at any time provided that:
 - a) The sale is for \$1.
 - b) The purchaser:
 - i. Is a Gitsegukla Band Member.
 - ii. Does not own another home on Reserve.
 - iii. Has not been previously evicted from the Gitsegukla Band or Homeowner Housing.
 - iv. Does not receive Shelter Allowance or will not jeopardize his / her Shelter Allowance by purchasing the unit.
 - v. Understands and agrees to meet the terms and conditions of this Policy as they apply to Homeowners (See Sections 5 and 9).
 - vi. Understands and agrees to meet the legal responsibilities associated with private home ownership on Reserve; and
 - vii. Is known to act in a manner that would not jeopardize health or safety on Reserve (See Section 4).
 - viii. Signs a Purchase / Ownership Agreement.

- 9.3.4 Prior to the completion of any sale, the Homeowner shall notify the Housing Department where it shall confirm that the above conditions are met. The Housing Department will then forward the proposal to the Housing Committee and Gitsegukla Band Council for approval.
- 9.3.4.1 If the conditions are not met, the sale will not be completed.
- 9.3.4.2 If the Homeowner disagrees with the decision, he / she may appeal through the Appeals process.
- 9.3.5 A sale is considered approved when Gitsegukla Band Council sign a Band Council Resolution.
- 9.3.6 Once the sale has been approved, the Homeowner and purchaser must sign a Transfer of Ownership document and provide any additional information as required by the Housing Department.
- 9.3.7 As per Section 7.3.4, Transfer of ownership applies to the unit and associated structures only; all land (and underground infrastructure) remains under the sole possession of the Gitsegukla Band.
- 9.3.8 After these steps are complete, the new owner shall be considered a Homeowner under the Policy.

9.4 RELATIONSHIP BREAKDOWN / SURVIVORSHIP

- 9.4.1 It is recommended that all Homeowners draft a legal will that identifies a beneficiary who will assume ownership of the home upon his / her death.
- 9.4.2 In instances of relationship breakdown, the Homeowner shall determine the appropriate course of action.
- 9.4.3 In instances of survivorship (i.e. death of Tenant) where there is no legal will, the remaining household or family members shall determine the appropriate course of action.
- 9.4.4 In all instances where there is to be a change in Homeowner, the new Homeowner must be a Gitsegukla Band Member, except:
- a) If the individual is a Non-Member with legal custody of Dependents that are Gitsegukla Band Members, the individual may assume Homeownership on behalf of the Dependent(s) until they are of-age (no longer Dependents); then ownership must be transferred.

9.5 HOMEOWNER MAINTENANCE PROGRAM

- 9.5.1 Homeowners are responsible for paying for and completing all works associated with their unit and associated structures on the premises.
- 9.5.2 To assist Homeowners, the Gitsegukla Band's Housing Department offers in-house inspection, repair, maintenance, and related services. These services are available to Homeowners for a fee.
- 9.5.3 Homeowners that would like to access the Homeowner Maintenance Program, are encouraged to pay a monthly Maintenance Fee to the Gitsegukla Band.
- 9.5.4 Maintenance Fees are outlined in Appendix A.
- 9.5.5 All Maintenance Fees are to be paid to the Finance Department and will be deposited in an individual Maintenance Fund associated with the specific unit for which the fees were paid.

- 9.5.5.1 Only the individual who owns the unit will access the Maintenance Fund (through the Finance Department).
- 9.5.6 The Maintenance Fund will ensure that Homeowners have funds set aside for emergency housing repairs or other maintenance.
- 9.5.7 All Homeowners requiring repairs may contact the Housing Department who will provide the Homeowner with a cost estimate.
- 9.5.8 If the Homeowner is satisfied with the Housing Department's estimate, he / she may:
- a) Provide written authorization for the Housing Department to proceed with the works.
 - b) Provide written authorization for the Finance department to debit their Maintenance Fund for the cost of the works.
- 9.5.9 If the value of the Maintenance Fund is greater or equal to the cost of works, no further action is required.
- 9.5.10 If the value of the Maintenance Fund is less than the cost of works, the Homeowner must deposit the difference in the Maintenance Fund prior to the start of the works, or only have a portion of the works completed.
- 9.5.11 Homeowners that do not have an existing Maintenance Fund but would like to contract the Housing Department, can establish a Maintenance Fund by prepaying the full amount of the works to the Finance Department.
- 9.5.12 If the Homeowner is not satisfied with the Housing Department's quote, he / she may seek the assistance of a private contractor.
- 9.5.13 The Gitsegukla Band will not provide any funding to cover Homeowner maintenance costs.

9.6 VIOLATIONS

- 9.6.1 It is the Gitsegukla Band's responsibility to ensure a healthy and safe environment on Reserve.
- 9.6.2 In addition to the conditions outlined in Section 4, any Homeowner that commits a Severe Violation, as outlined below, will be subject to Termination of Homeownership proceedings (Section 9.7).
- 9.6.2.1 Severe Violations:
- a) Attempting to sell a Homeowner unit without authorization.
 - b) Knowingly providing false information to the Gitsegukla Band.
 - c) Failing to comply with a decision of the Housing Department, Housing Committee, or Gitsegukla Band Council as outlined in this Policy and failing to follow to the Appeals process within the defined period of time.
 - d) Significantly interfering with, unreasonably disturbing, or threatening another Tenant, Homeowner, Occupant, Resident, Community Member, a Gitsegukla Band Representative, or the Gitsegukla Band.
 - e) Jeopardizing the health or safety or a lawful right or interest of another Tenant, Homeowner, Occupant, Resident, Community Member, a Gitsegukla Band Representative, or the Gitsegukla Band.
 - f) Engaging in illegal activity that:
 - i. Causes or is likely to cause damage to Gitsegukla Band property.
 - ii. Adversely affects or jeopardizes or is likely to adversely affect or jeopardize the quiet enjoyment, security, safety, physical well-being, or lawful right or interest of another Tenant, Homeowner, Occupant, Resident, Community Member, a Gitsegukla Band Representative, or the Gitsegukla Band.

9.7 TERMINATION OF HOMEOWNERSHIP / NOTICE / REPOSSESSION

- 9.7.1 If a violation as outlined in Section 9.6 occurs, the Housing Department will send written notification to the Homeowner and will notify the Housing Committee.
- 9.7.2 The Housing Committee shall meet to review the violation and confirm if the Homeowner has committed a violation as per Section 9.6.
- 9.7.3 The Housing Committee shall decide if Homeownership shall be Terminated or if, due to extraordinary circumstances, a warning is to be issued.
 - 9.7.3.1 Homeowners will receive no more than one (1) warning for the duration of their Homeownership.
- 9.7.4 The Housing Committee will request to meet with the Homeowner.
- 9.7.5 If the Housing Committee supports Termination of Homeownership, the Housing Department will notify Gitsegukla Band Council, who will review the matter and decide.
- 9.7.6 If Gitsegukla Band Council agrees that Homeownership be Terminated, they shall pass a Band Council Resolution; the Housing Department shall serve the Homeowner with a Notice of Eviction.
 - 9.7.6.1 The Homeowner shall be granted no more than thirty (30) days to either:
 - a) Sell the unit back to the Gitsegukla Band; or
 - b) Sell the unit to a qualifying individual as outlined in this Policy.
- 9.7.7 If the Homeowner does not complete the required steps with the defined period, the Gitsegukla Band may repossess the unit.
 - 9.7.7.1 Any remaining contents will be removed and stored in accordance with Section 6.7.7.6.

10 ON-RESERVE CONSTRUCTION

10.1 NEW UNITS

The following applies to all new units built on Reserve:

- 10.1.1 All new units shall be constructed in accordance with any land use plans, housing strategies, servicing strategies or other applicable Gitsegukla Band plans or policies.
 - 10.1.1.1 This includes locating new units in areas designated by the Gitsegukla Band for residential development.
- 10.1.2 All new units shall be approved by Gitsegukla Band Council through a Band Council Resolution.

10.2 CONSTRUCTION STANDARDS

The following applies to all construction on Reserve:

- 10.2.1 All construction shall meet the most current National Building Code and BC Plumbing and Electrical codes and be certified by a Registered Inspector upon completion.
- 10.2.2 All construction sites must adhere to WorkSafeBC Standards.
- 10.2.3 All buildings under construction will carry building fire insurance.
- 10.2.4 All construction shall adhere to any additional requirements established by the Gitsegukla Band through the approval process.
- 10.2.5 All construction shall take into account green building practices and energy efficiency concerns, where possible.

10.3 GITSEGUCLA BAND CONSTRUCTION ADMINISTRATION AND MANAGEMENT

In addition to Sections 10.1 and 10.2, the following applies to all construction completed by the Gitsegukla Band:

- 10.3.1 All construction shall be overseen by the Housing Department.
- 10.3.2 All construction quotes, contracts, and administration shall be administered by the Housing Department.
- 10.3.3 All new units shall be located within the bounds and capacity of the existing community infrastructure to the greatest extent possible
 - 10.3.3.1 In such instances (Section 10.3.3), units shall be located on serviced lots and services shall be in approved and in place before construction begins.
- 10.3.4 All major construction (i.e. new unit construction or major renovations) to be completed by outside contractors shall go through a competitive bidding process:
 - a) Agreements and contracts will be made in writing with all contractors.
 - b) All contractors working for the Gitsegukla Band must have liability insurance.
- 10.3.5 In such instances (Section 10.3.4), the Housing Department will prepare a written Request for Proposal document outlining:
 - a) The type of work.
 - b) The location of the work.
 - c) The timeline of the work.

- d) Bid submission requirements, including:
 - i. Preliminary building plans / elevations.
 - ii. Detailed cost estimate.
 - iii. Estimated timeline.
 - iv. Examples of previous works.
 - v. Customer references.
 - vi. Proof of insurance.
 - vii. Submission Deadline.
 - e) Any other general terms and conditions.
- 10.3.6 The Housing Department will identify three local, reputable builders / contractors interested in submitting a bid for the scope of works and provide them with the Request for Proposal document.
- a) The Housing Department will recommend to the Housing Committee to arrange a site visit with each contractor prior to submission of a bid, upon request.
- 10.3.7 The Housing Department will review the bids and select a contractor that best meets the needs of the project.
- a) The contractor with lowest bid may not necessarily be selected.
- 10.3.8 Once a contractor has been selected, the Housing Department will work with the contractor to finalize the details of the works. This includes site plans, building plans (i.e. design, unit sizes), materials, finishings, etc.
- 10.3.9 The contractor will complete a final cost estimate based on the refined scope of work to be reviewed and confirmed by the Housing Department.
- a) Materials must be specified and be of acceptable quality.
- 10.3.10 The Housing Department will prepare a contract outlining the final scope of works and relevant terms and conditions to be signed by all parties.
- 10.3.11 All contractors will follow the scope of work as itemized in the contract.
- 10.3.12 Contractors will be paid according to project milestones as determined by the Gitsegukla Band / the contractor.
- 10.3.13 The contractor will ensure materials meet quality standards and are delivered to the site in good conditions and that the materials are protected during the building process.
- 10.3.14 Inspections will be completed by an approved code-compliance inspector at the following stages construction:
- a) Site preparation
 - b) Foundation
 - c) Framing
 - d) Lock up
 - e) Plumbing
 - f) Electrical
 - g) Completion
- 10.3.15 Deficiencies will be corrected as per the inspector's requirements. The inspector or the Gitsegukla Band has the authority to stop work until deficiencies are corrected and the inspector has approved the corrections.
- 10.3.16 Deficiencies are the responsibility of the contractor and must be remediated before final payment is made.
- 10.3.17 Final payment will not be made and Occupancy will not be granted until the work has been inspected and certified (See Section 10.2.1).

11 AMENDMENT

This Policy is a living document and will be amended from time-to-time to reflect Gitsegukla Band's changing needs and to ensure the ongoing and effective management and delivery of housing at the Gitsegukla Band.

11.1 PROPOSAL

11.1.1 Any member of the Gitsegukla Band community may propose an amendment to the Housing Policy.

11.1.2 Any amendment to the Housing Policy must be submitted in writing to the Housing Department.

- a) Supplementary materials may also be submitted to provide explanation or context.

11.2 REVIEW AND RECOMMENDATION

11.2.1 Once received, the proposed amendment will be reviewed by the Housing Department and presented to the Housing Committee.

11.2.2 The Housing Committee will review the amendment and will take one of the following actions:

- a) Make a recommendation to Gitsegukla Band Council to approve the amendment.
- b) Instruct the Housing Department to revise the amendment to be re-presented at a subsequent Committee meeting.
- c) Reject the amendment.
 - i. The decision and any related discussion shall be recorded in the Meeting Minutes.
- d) Consult with membership by way of a community meeting to gain additional feedback.

11.3 PUBLICATION

11.3.1 If the amendment is forwarded to Gitsegukla Band Council for approval, the Housing Department shall post a copy of the proposed amendment at the Gitsegukla Band Administration Office.

11.4 APPROVAL

11.4.1 Upon receiving recommendation from the Housing Committee to approve an amendment, Gitsegukla Band Council will take one of the following actions:

- a) Approve the proposed amendment.
- b) Request that a community meeting be held to solicit feedback.
 - i. Council may only make this request if a community meeting has not been previously held.

11.4.2 Provided that the procedures outlined in this Section (Section 11) are followed, Gitsegukla Band Council may not reject or request revision to the proposed amendment unless it is in clear violation of the Housing Policy or laws of the Gitsegukla Band.

11.5 INCORPORATION

11.5.1 Upon approval of the amendment by Gitsegukla Band Council, the Housing Department will edit the Policy to reflect the amendment. The date of the Policy will be changed accordingly.

11.5.2 The Housing Department will keep a record of each amendment and date of incorporation. This record will be attached to the updated Policy.

11.5.3 The updated Policy will replace any previous version of the Policy.

12 APPEALS

The ability to appeal a decision is essential to ensuring the integrity of the Policy and fairness of the process. In turn, with the right to appeal, also comes the responsibility of following the procedures and respecting the outcome.

12.1 GENERAL

12.1.1 All Appeals will be decided by the Housing Committee.

12.1.2 All decisions are final and may not be appealed a second time.

12.2 GROUNDS

12.2.1 Any Applicant, Tenant, or Occupant may appeal a decision made under this Policy, provided that at least one of the following criteria are met:

- a) The decision made was contrary to the Policy.
- b) The Policy was improperly or erroneously interpreted or applied.
- c) There was a lack of procedural fairness (i.e. procedural error, improper investigation, bias, favouritism, or discrimination).
- d) New information has been identified that may impact the original decision.
- e) The policy or procedure itself is:
 - i. Defective (i.e. incomplete or erroneous);
 - ii. Unreasonable (i.e. cannot be rationally supported);
 - iii. Unjust (i.e. partial or discriminatory); or
 - iv. In contravention of the Gitsegukla Band's laws or authority.

12.3 SUBMISSION AND NOTIFICATION

12.3.1 Any Applicant, Tenant, or Occupant who wishes to appeal a decision made under this Policy must:

- a) Submit their appeal in writing to the Housing Department within fourteen (14) calendar days of having been advised of the decision which they are appealing. The appeal must include:
 - i. Reason for appeal.
 - ii. Description and date of original decision.
 - iii. Contact information (name, address, phone, and email).
- b) Retain a copy of the appeal letter for their own records.

12.4 REVIEW

12.4.1 The Housing Department will review the appeal and within three (3) business days will:

- a) Send written notification to the Appellant confirming receipt.
- b) Notify the Housing Committee in writing, propose a date for a meeting, and provide:
 - i. A copy of the Appeal.
 - ii. Any relevant background information.
 - iii. His / her opinion regarding the Appeal.

12.4.2 Based on the information provided, the Housing Committee will take one of the following actions:

- a) Reject the Appeal based on insufficient Grounds.
- b) Approve the Appeal due to a clear and indisputable violation of the Policy.
- c) Schedule a meeting with the Appellant and Housing Department to discuss the Appeal.

- 12.4.3 If the Appeal is rejected or approved by the Housing Committee, the Housing Department will send a written notice to the Appellant explaining the decision.
- a) The letter must be reviewed and signed-off by the Housing Committee.
- 12.4.4 If the Housing Committee requests a meeting with the Housing Department and Appellant, the Housing Department must:
- a) Set a date for the meeting to occur within ten (10) business days.
 - b) Confirm the date with the Housing Committee and Appellant and request that the Appellant:
 - i. Gather any supporting documentation.
 - ii. Prepare a verbal argument to be presented at the meeting.
 - c) Gather any supporting documentation and prepare:
 - i. A written response to the Appellant's claims.
 - ii. A verbal argument to be presented at the meeting.
 - d) The presence of the Appellant at the meeting is mandatory so that he / she may present his / her position, listen to the Housing Department's position, and / or answer any questions that the Housing Committee may have.
 - e) If the Appellant is not able to physically attend the meeting, he / she may arrange to participate via teleconference. This must be arranged with the Housing Department prior to the meeting date.
 - f) The Housing Department may follow up with the Appellant via phone or email to confirm that the Appellant has received notice of the meeting and is aware of the procedures.

12.5 MEETING

- 12.5.1 The Housing Committee, Housing Department, and Appellant will meet to discuss the Appeal. The Meeting will be led by a member of the Housing Committee.
- 12.5.2 During the meeting, the Housing Department and Appellant will each present their position. Each party will be allowed an equal period of time, as defined by the Housing Committee. The Housing Committee may ask questions at the completion of each presentation or open the meeting up to a discussion period.
- 12.5.3 The Housing Committee will consider the arguments presented and determine the extent to which the decision under question was made:
- a) According to the Housing Policy;
 - b) Without bias or favouritism; and
 - c) Without error in the interpretation or application of the housing policy or community bylaws.
- 12.5.4 Upon completion of the presentations and questions, the Housing Committee will either:
- a) Make a decision at the meeting; or
 - b) Further deliberate and decide within two (2) business days.

12.6 DECISION AND NOTIFICATION

- 12.6.1 On completion of the review of the Appeal, the Housing Committee shall provide written notice of their decision to the Housing Department within two (2) business days to confirm that either:
- a) The decision being appealed has been revised in favour of the Appellant; or
 - b) The Housing Policy was followed and there are no reasonable Grounds for an Appeal.
- 12.6.2 The Housing Department shall provide written confirmation to the Appellant to confirm the Housing Committee's decision regarding the appeal within three (3) business days of the appeal meeting.
- 12.6.3 The Housing Department shall act as advised by the Housing Committee regarding the Appeal.

- 12.6.4 Where the Housing Committee has revised a decision due to a fault in the original policy or procedure, the Housing Committee shall direct the Housing Department to draft an Amendment for approval by Gitsegukla Band Council and incorporation into the Policy.
- 12.6.5 The decision of the Housing Committee shall be final and no other appeal shall be heard.

13 APPENDIX A – RENT AND MAINTENANCE FEE SCHEDULE

Rent and maintenance fees are established by the Housing Department. Please see the Housing Department for more information on payment information.

14 APPENDIX B – HOUSING APPLICATION

Gitsegukla Band Application for Rental Housing

PRIMARY APPLICANT

Name:		Age:
Current Address:		
Phone:	Email:	
Occupation:	Currently Employed (Y/N):	
Name of Employer:		
Employment Income (Monthly): \$		
Social Assistance Income (Monthly): \$		
Other Source(s) of Income [e.g. Pension, E.I.] (Monthly): \$		
<ul style="list-style-type: none">Please provide copies of your three (3) most recent pay stubs (for any sources of income).		
Current Rent (Monthly): \$		
Current Utility Expenses (Monthly): \$		
Have you ever applied for / received housing from the Gitsegukla Band (Y/N)?		
Please explain if answered 'Yes':		
Are you in good financial standing with the Gitsegukla Band (Y/N)?		
Please explain if answered 'No':		
Please explain your reason for applying for Gitsegukla Band Housing:		

ADDITIONAL APPLICANTS

Name:		Age:		Relation:	
Name:		Age:		Relation:	
Name:		Age:		Relation:	
Name:		Age:		Relation:	
Name:		Age:		Relation:	
Name:		Age:		Relation:	

Number of Additional Applicants that are Employed (if applicable):
Combined Employment Income (Monthly): \$
Number of Additional Applicants that receive Social Assistance?
Combined Social Assistance Income (Monthly): \$
Number of Additional Applicants with Other Income (e.g. Pension, E.I.):
Please describe:
Combined Other Income (Monthly) \$

GENERAL INFORMATION (ALL APPLICANTS)

Any Smoker(s) (Y/N)?	
Any Pet(s) (Y/N)?	Type / Number:
Any Livestock (Y/N)?	Type / Number:
Does anyone included in this Application have a Criminal Record (Y/N)?	
Please explain if answered 'Yes':	
Has anyone included in this Application ever been Evicted (Y/N)?	
Please explain if answered 'Yes':	
Does anyone included in this Application have Mobility / Accessibility / or Other Special Needs that require accommodation (as it relates to his / her living environment) (Y/N)?	
Please explain if answered 'Yes':	
How long to you expect to live at the Gitsegukla Band?	

Is there anything else you'd like to add?

PERSONAL INFORMATION / AUTHORIZATION

It may be necessary for the Gitsegukla Band to conduct employment, credit, or criminal record checks. Please check each of the following boxes to confirm that you authorize the Gitsegukla Band to complete the following (if left unchecked, the Application will be considered incomplete):

- I authorize the Gitsegukla Band to contact my employer or income provider.
- I authorize the Gitsegukla Band to conduct a credit check.
- I authorize the Gitsegukla Band to conduct a criminal record check.

HOUSING POLICY COMPLIANCE

All housing at Gitsegukla Band is governed by the Gitsegukla Band Housing Policy. To apply for and receive housing at the Gitsegukla Band, you must agree to fully comply with the Gitsegukla Band Housing Policy. Please check the following box to confirm the following (if left unchecked, the Application will be considered incomplete):

- I agree to fully comply with the Gitsegukla Band Housing Policy.

All the information provided in this Application is accurate to the best of my knowledge:

Signature _____ Date _____

All information included in this form is confidential.

15 APPENDIX C – RENTAL / TENANCY AGREEMENT

Gitsegukla Band Residential Tenancy Agreement

DATE: _____ [dd/mm/yyyy]

Note: Gitsegukla Band Council is of the opinion that this Residential Tenancy Agreement accurately reflects the *Residential Tenancy Act (RTA)* and accompanying regulations. The tenant may wish to obtain independent advice regarding whether this agreement satisfies their own personal needs.

The words “Tenant” and “Landlord” in this tenancy agreement have the same meaning as in the RTA, and the singular of these words includes the plural. In this tenancy agreement, the word; “Residential Property” have the same meaning as in the RTA. “Residential Property” means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located: the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

Residential Tenancy Agreement between Gitsegukla Band Council the “Landlord” and the Tenant(s) Occupants in Ten Plex, Duplex, Six Plex, and disability friendly units in Gitsegukla.

PARTIES:

- This Agreement is between:

The Landlord: Gitsegukla Band; 710 Ray Charles Avenue, Gitsegukla BC V0J 2J3; AND

The Tenant(s): _____ [Name / Address]

TERMS:

- The Gitsegukla Band is entering into an agreement with [The Tenant(s)] with regards to the unit located at:

Lot #	
House #	
Address	

Application of the *Residential Tenancy Act*:

1. The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *Residential Tenancy Act* or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
2. Any change of addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both by both the landlord and the tenant or is unconscionable, it is not enforceable.
3. The requirement for agreement under subsection (2) does not apply to:
 - a. A rent increase given in accordance with the Residential Tenancy Act.
 - b. A withdrawal of or a restriction on a service or facility in accordance with the Residential Tenancy Act.
 - c. A term in respect of which the landlord or tenant has obtained a dispute resolution officer’s order that the agreement of the other is not required.

BEGINNING AND TERM OF AGREEMENT:

- This tenancy start on: Day; _____ Month; _____ Year; _____

The Length of tenancy is:

1. On a month to month basis: [] On a year to year basis: []
2. For a fixed length of time: length of time; _____ On going basis _____ ending on; Day; _____ Month; _____ Year; _____

At the end of this fixed length of time:

(1) The tenancy may continue on a month to month basis or another fixed length of time;

(2) The tenancy ends and the tenant must move out of the residential unit: If the tenant chooses this option, both the landlord and tenant must initial the areas below:

Landlords initials; [] Tenant's initials; []

Other periodic tenancy as indicated: Weekly [] Bi-weekly [] Other; _____

OCCUPANTS:

- The following is a list of occupants at the unit:

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

PETS:

- The following is a list of pets at the unit:

1.	
2.	

- **Note:** Pets are only permitted if the Tenant has a pre-existing pet at the time of this clause being ratified (January 13, 2019). When the pet dies, the Tenant is not permitted to obtain any additional pets to keep at the Band owned residence. This clause only applies to units constructed before 2018 (i.e. the duplexes and Ten-Plex).

RENT:

- The Tenant(s) agrees to pay the Gitsegukla Band monthly rent in the amount of _____ to use and occupy the unit in **accordance with the Gitsegukla Band Housing Policy**, as it applies to Tenants. Rent is due on the 1st day of each month. If rent is late, the Tenant(s) will be subject to disciplinary action as detailed in the Gitsegukla Band Housing Policy.
- Payment will be paid through the following means:
 - Direct debit;
 - Bi-weekly payroll deduction;
 - Credit card;
 - Electronic transfer;
 - Post-dated cheques; or
 - Cash.

What is included in the rent:

Water; [] Stove & Oven; [] Window Coverings; [] Storage; [] Electricity; [] Dishwasher; [] Cablevision; [] Garbage Collection; [] Heat; [] Carpets; [] Refrigerator; [] Washer & Dryer; [] Parking for vehicle(s); [] Furniture; []

Other: _____

Additional information: _____

Note: The landlord must not terminate, or restrict, a service of facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement. Put an "X" above for all those that apply.

SECURITY DEPOSIT:

- The tenant is required to pay a security deposit of 50% of the agreed monthly rent, which equals to: \$ _____
1. The landlord agrees:
 - a. That the security deposit must each not exceed 50% of the monthly rental payable for the residential property.
 - b. To keep the security deposit during the tenancy and pay interest on it in accordance with the regulation.
 - c. To repay the security deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - i. The tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage; or
 - ii. The landlord applies for dispute resolution under the *Residential Tenancy Act* within 15 days of the end of the tenancy agreement to claim some or all the security deposit.
 2. The 15-day period starts on the later of;
 - a. The date the tenancy ends, or
 - b. The date the landlord receives the tenant's forwarding address in writing.
 3. If the landlord does not comply with subsection (1), the landlord;
 - a. May not make a claim against the security deposit, pet damage deposit, and

- b. Must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
4. The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

CONDITION INSPECTIONS:

1. In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together;
 - a. When the tenant is entitled to possession; and
 - b. At the end of the tenancy.
2. The landlord and tenant may agree on a different day for the condition inspection.
3. The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the Residential Tenancy Act [consequences if report requirements not met].

PAYMENT OF RENT:

1. The payment of Rent must be paid to Gitsegukla Band Council directly; who in turn must provide a receipt of payment and deposit rental payments to the Tenant(s).
2. The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives notice.
3. The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
4. The landlord must give the tenant a receipt for rent paid in cash.
5. The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for the rent that remain in the possession for the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for the rent to the tenant when the tenant provides a forwarding address in writing.

RENT INCREASE:

1. Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent form available from a Residential Tenancy Office or Service BC-Government Agent Office.
2. A landlord must give a tenant three (3) whole months' notice, in writing of a rent increase. [For example; if the rent is due on the 1st of the month and the tenant is given notice any time in January including the January 1st; there must be 3 whole months before the increase begins. In this example; the months are February, March and April, so the increase would begin on May 1st.]
3. The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy Branch for assistance.

4. Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Branch.

ASSIGNED OR SUBLET:

1. The tenant may not assign or sublet the rental unit to another person: as the rental units are primarily for occupants who have signed this Tenancy Rental Agreement with the Gitsegukla Band.

REPAIRS:

1. The Landlord and Tenant(s) are responsible for repairs as outlined in the Gitsegukla Housing Policy. Please refer to this document for guidance as it pertains to this clause.

Emergency Repairs:

1. The landlord must post and maintain in a conspicuous place on the residential property or give the tenant in writing; the name and telephone number of the designated contact person for emergency repairs.
2. If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person and then give the landlord reasonable time to complete the repairs.
3. If the emergency repairs are still required, the tenant may undertake the repairs and claim reimbursement from the landlord; provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost of rent. The landlord may take over completion of the emergency repairs at any time.
4. Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing:
 - a. Major leaks in pipes or the roof;
 - b. Damage or blocked water or sewer pipes or plumbing fixtures;
 - c. The primary heating system(s);
 - d. Damaged or defective locks that give access to a rental unit; or
 - e. The electrical system.

OCCUPANTS AND GUESTS:

1. The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
2. The landlord must not impose restrictions on the guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
3. If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved through dispute resolution under the Gitsegukla Housing Policy.

LOCKS:

1. The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys and other means of access to the residential property.
2. The landlord must not change locks or other means of access to rental unit unless the tenant agrees and is given new keys.
3. Then tenant must not change locks or other means of access to:

- a. Common areas or residential property, unless the landlord consents to the change; or
- b. His or her rental unit, unless the landlord consents in writing to; or a dispute resolution officer has ordered the change.

LANDLORD'S ENTRY INTO THE RENTAL UNIT:

1. For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, and freedom from unreasonable disturbance and exclusive use of the rental unit.
2. The landlord may enter the rental unit only if one of the following applies:
 - a. At least 24 hours and not more than 30 days before the entry; the landlord gives the tenant a written notice which states:
 - i. The purpose for entering, which must be reasonable; and
 - ii. The date and the time of the entry, this must be between 8:00 am and 9:00 pm unless the tenant agrees otherwise.
 - b. There is an emergency and the entry is necessary to protect life or property;
 - c. The tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - d. The tenant has abandoned the rental unit;
 - e. The landlord has an order of a dispute resolution officer or court saying the landlord may enter the rental unit;
 - f. The landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.
3. The landlord may inspect the rental unit monthly in accordance with the Gitsegukla Housing Policy.
4. If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for a dispute resolution officer's order under the Residential Tenancy Act, to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy; the tenant must give the key(s) to the rental unit to the landlord.

ENDING THE TENANCY:

1. The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least on month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example; if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.
2. This notice must be in writing and must:
 - a. Include the address of the rental unit;
 - b. Include the date the tenancy is to end;
 - c. Be signed and dated by the tenant; and
 - d. Include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
3. If this is a fixed tenancy and the agreement does not require the tenant to vacate at the end of the tenancy; the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Residential Tenancy Act.

4. The landlord may end the tenancy only for the reasons and only in the manner set out in the Residential Tenancy Act and the landlord must use the approved notice to end a tenancy form available for the Residential Tenancy Office.
5. The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
6. The tenant must vacate the residential property by 1:00 pm on the day the tenancy ends; unless the landlord and tenant otherwise agree.

LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT:

The landlord must give the tenant a copy of this agreement promptly and in any event within 21 days of entering into the agreement.

RESOLUTION OF DISPUTES:

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute; as provided under the Residential Tenancy Act.

ADDITIONAL TERMS:

1. Write down any additional terms which the tenant and landlord agree to. Additional terms may cover matters such as pets, yard work, smoking, snow removal, etc. Additional pages may be added.
2. Any addition to this tenancy agreement must comply with the Residential Tenancy Act and regulations; and must clearly communicate the rights and obligations under it. If a term does not meet these requirements or is unconscionable; the term is not enforceable.
3. Attached to this tenancy agreement, there is: [] There is not: [] an Addendum. If there is an Addendum attached; provide the following information on the Addendum that forms part of this Tenancy Agreement;

Number of pages of the Addendum []

Number of additional terms in the Addendum []

BY SIGNING THIS RESIDENTIAL TENANCY AGREEMENT, THE LANDLORD AND TENANT(S) ARE BOUND BY ITS TERMS.

SIGNATURES

LANDLORD:

[Print Name] on behalf of Gitsegukla Band

Signature of Landlord

TENANT(S):

Print Name of Tenant

Signature of Tenant

Print Name of Tenant

Signature of Tenant

16 APPENDIX D – PURCHASE / OWNERSHIP AGREEMENT

Gitsegukla Band Purchase Agreement

DATE: [dd/mm/yyyy]

PARTIES:

- This Agreement is between:

Party 1: Gitsegukla Band; 710 Ray Charles Avenue, Gitsegukla BC V0J 2J3; AND

Party 2: _____
[Name / Address]

UNIT

- This Agreement is regarding the following unit:

Lot #	
House #	
Address	

- This unit is fully owned by the Gitsegukla Band and has been mortgage-free as of:
_____ [dd/mm/yyyy].

TERMS

- The Gitsegukla Band agrees to sell [Party 2] the above-noted unit for the amount of \$1, in accordance with the Gitsegukla Band Housing Policy.
- In accordance with the Housing Policy, [Party 2] agrees to assume ownership of the unit and associated structures only; all land (and underground infrastructure) remains under the sole possession of the Gitsegukla Band.
- Once ownership has been transferred (with the signing of this Agreement), the new owner agrees to meet all Homeowner responsibilities, as outlined in the Gitsegukla Band Housing Policy.

CONDITION ASSESSMENT

In accordance with the Gitsegukla Band Housing Policy, the Gitsegukla Band has provided the prospective owner with the following:

- A Condition Inspection Report for the unit / structures; and
- Any relevant documentation, including:
 - Site plan and building floor plans;
 - Repair history and prior inspections;
 - Notice of any illegal activity that's occurred in the unit previously; and
 - Other:

[Party 2] has reviewed the information provided and agrees to accept the unit in its current condition (as of the date of this Agreement) and assume responsibility of all repairs and maintenance (among others), as outlined in the Housing Policy.

- Yes
- No (if this option is selected, the sale shall not proceed).

BAND COUNCIL RESOLUTION (BCR)

All sales shall be approved by Gitsegukla Band Council through a Band Council Resolution. Band Council

Resolution # _____ was passed on _____ .

SIGNATURE

I understand and agree to the terms of this Agreement:

[Name] on behalf of Gitsegukla Band

[Party 2]

17 APPENDIX E – REPAYMENT AGREEMENT

Gitsegukla Band Repayment Agreement

[DRAFT]

DATE: _____ [dd/mm/yyyy]

PARTIES:

This Agreement is between:

Party 1: Gitsegukla Band; 710 Ray Charles Avenue, Gitsegukla BC V0J 2J3; AND

Party 2: _____ [Name / Address]

BACKGROUND:

The Gitsegukla Band entered into an agreement [Name of Agreement] with [Party 2] on [dd/mm/yyyy] with regards to the unit located at:

Lot #	
House #	
Address	

[Party 2] agreed to pay the Gitsegukla Band monthly rent in the amount of _____ to use and occupy the unit in

accordance with the Gitsegukla Band Housing Policy.

[Party 2] currently owes Gitsegukla Band _____ in unpaid rent (Arrears).

TERMS

[Party 2] agrees to repay the Gitsegukla Band the Arrears in accordance with the following schedule:

Payment #	Amount to be paid	Due Date
1	\$	(dd/mm/yyyy)
2	\$	(dd/mm/yyyy)
3	\$	(dd/mm/yyyy)
4	\$	(dd/mm/yyyy)
5	\$	(dd/mm/yyyy)
6	\$	(dd/mm/yyyy)
FINAL PAYMENT	\$	(dd/mm/yyyy)

Arrears will be paid through the following means:

- Direct debit;
- Bi-weekly payroll deduction;
- Credit card;
- Electronic transfer;
- Post-dated cheques; or
- Cash.

[Party 2] will continue to pay rent to the Gitsegukla Band as required under the original Agreement, and nothing in this agreement relieves [Party 2] of the obligation to pay rent or fail to meet any other obligations as outlined in the Gitsegukla Band Housing Policy.

Once the Final Payment has been made (i.e. all Arrears paid off), this Agreement will be considered terminated.

Failure to meet the terms of this Agreement will result in appropriate action as outlined in the Gitsegukla Band Housing Policy.

SIGNATURE

I understand and agree to the terms of this Agreement:

[Name] on behalf of Gitsegukla Band

[Party 2]

18 APPENDIX F – HOUSING COMMITTEE TERMS OF REFERENCE

Gitsegukla Band

Housing Committee Terms of Reference

Mission Statement:

The Gitsegukla Housing Committee is responsible for making important housing decisions on behalf of the entire Gitsegukla Band in accordance with the Gitsegukla Band Housing Policy (see Housing Policy for detailed Roles and Responsibilities).

Preamble:

WHEREAS: The Gitsegukla Band Council have a responsibility to its Members to provide safe and affordable housing on Reserve to Members within the resources of the Gitsegukla Band;

AND:

WHEREAS: The Gitsegukla Band Council has established a Housing Committee to assist in the delivery and operation of all on Reserve housing in accordance to the Gitsegukla Band Housing Policy;

THEREFORE, BE IT RESOLVED THAT: These Terms of Reference shall define the Gitsegukla Housing Committee, its structure and proceedings; its responsibilities; and the authorities that Gitsegukla Band Council have delegated to enable it to carry out its mandate.

Ratified by Band Council Resolution: January 13, 2019

Committee

To assist Gitsegukla Band Council in its policy deliberations, several advisory committees have been established. Each committee has established a clear outline of the roles and responsibilities set out in their specific terms of reference.

Mandate

- The Gitsegukla Band Housing Committee is responsible to Gitsegukla Band Council for the safe, effective and fair delivery of and operation of all on reserve housing.

Purpose of Committee

- The primary purpose of the committee is to serve in an advisory capacity to Gitsegukla Band Council and staff with respect to the delivery of effective and efficient housing programs for the Gitsegukla Band.

Membership of Committee

1. The Housing Committee shall be comprised of seven (7) members, consisting of five (5) voting members and two (2) non-voting members. Voting members will consist of three (3) Gitsegukla Band Councilors and two (2) Gitsegukla Members at Large. Non-voting members will consist of the Band Manager and the Housing Manager.
2. Spouses, married or common law, cannot sit on the same committee during the same term of office. If Committee Members marry or cohabit with another Committee Member during their term of office one of the members will be required to tender his/her resignation. A Committee Member cannot sit on the same committee as their child or a person to whom they stood in, as legal guardians or adoptive parents, during the same term of office. Committee Members cannot sit on other committees, elected or otherwise, for their entire term of the Housing Committee.
3. A quorum of a committee shall consist of a minimum of three (3) voting Committee Members, comprised of a minimum of:
 - a. One (1) Gitsegukla Member at large; and
 - b. Two (2) Gitsegukla Band Councillors.
4. A Chairperson and Vice Chairperson will be appointed among the Committee Members for a term of one (1) year. Both are eligible to be re-appointed upon completion of the one-year term.
5. Committee Members may be removed from the committee if they fail to attend three (3) consecutive meetings without a valid reason as determined by the remaining Committee Members.
6. The Gitsegukla Band will assign a Recording Secretary who is not a member of the committee to provide recording and support services to the committee.

Selection of Committee

1. All Members of the Gitsegukla Band (as defined in the Housing Policy) are eligible to apply to join the Housing Committee. The term is two (2) years.
2. Committee Members shall be selected based on their demonstrated commitment to the following core principles:
 - a. Fair and impartial decision-making;
 - b. Advancing the best interests of the Gitsegukla Band as a whole;

- c. Understanding the housing needs of the Gitsegukla Band;
 - d. Possessing technical skills related to housing management (if available), and;
 - e. Upholding the Gitsegukla Band Housing Policy.
3. The process for selecting Gitsegukla Members at Large to the Housing Committee is as follows:
 - a. Advertise for Gitsegukla Members to apply to participate as voting member of the Housing Committee (note that Gitsegukla Members must be resident on Reserve in Gitsegukla);
 - b. The Band Manager, a member of Gitsegukla Band Council, and an external resource will review, and shortlist candidates based on skills and experience to perform in the role;
 - c. Shortlisted candidates will be interviewed; and
 - d. Successful candidates will be appointed to the Housing Committee.
 4. The Housing Committee shall, to the greatest extent possible, be comprised of a diverse mix of Gitsegukla Band members that represent a broad range of ages, experiences, and perspectives.
 5. Gitsegukla Band Council will retain authority over committee selection from term to term.

Meetings of Committee

1. The committee shall meet on a monthly basis and may meet more frequently depending on the needs of the department.
2. Notice shall be given to Committee Members at least ten (10) business days prior to the date of meeting and must specify the place, day, and hour of the meeting. This notice period may be waived if urgent meetings are required.
3. Notice of the meeting may be given to a Committee Member either personally, by telephone or facsimile at the telephone number provided, or email to the email address provided by the Committee Member.
4. A Committee Member may participate and is deemed present at the meeting by means of telephone or other means of communication that permits all persons in the meeting to communicate with each other. Any member that is absent from a meeting is to recognize and support decisions made by the committee in their absence.
5. The committee may, subject to this Terms of Reference, establish rules for its procedures at meetings. In general, the committee will follow the Robert's Rule of Order parliamentary procedure.
6. Extraordinary meetings to deal with urgent matters that cannot wait until the next scheduled committee meeting, may be called by the Housing Coordinator in consultation with the respective Chairperson on short notice. Extraordinary meetings may be conducted by Teleconference, but in all cases shall require a quorum of members to pass any motion.
7. For a meeting to be duly convened, a majority of Committee Members must be present, represented by a quorum (at least three (3) voting members must be present, and must meet the minimum requirements of quorum under Membership of Committee – Point #3 above).
8. No abstentions are permitted on a vote.
9. The Chairperson (or Vice Chairperson in lieu of a vacancy in the Chairperson role or if the Chairperson is otherwise not available) will determine meeting dates and agendas.
10. The Housing Coordinator will make arrangements for committee meetings.

Cost of Governance

1. Training and re-training will be used liberally to orient new Committee Members, as well as to maintain and increase the skill and knowledge of existing Committee Members.
2. Outside monitoring assistance will be arranged so that the committee can exercise confident control over organizational performance (as applicable).
3. Outreach mechanisms will be used as needed to ensure the committee's ability to listen to member viewpoints and values.
4. Costs will be carefully incurred, though not at the expense of impacting development and maintenance of the committee's skillset. Accordingly:
 - a. Up to \$5,000 per fiscal year for training, including attendance at conferences and workshops, an amount that can be higher but is subject to Council approving the budget as outlined in the Financial Policy.
 - b. Up to \$5,000 per fiscal year for surveys, community meetings, opinion analyses, and meeting costs, an amount that can be higher but is subject to Council approving the budget as outlined in the Financial Policy.
5. Committee Members will be compensated in the form of honoraria and receive expenditure reimbursement for their participation in approved and duly convened committee meetings business in accordance with the Expenditures Policy section of the Band's Financial Policy Manual.
 - a. Committee Members will receive a monthly fixed honorarium in accordance with the expenditures policy.
 - b. Committee Members will receive honorarium monthly, set at \$50 per meeting.
 - c. In aggregate, an amount of up to \$5,000 per fiscal year is approved for honoraria.
6. The committee will review its cost of governance budget for the next fiscal year during the month of February and will communicate its proposed budget to Council in March of each year.
7. Every three years, the Band Manager will work with Band Council to strike an independent committee to review and make recommendations pertaining to Committee Member honoraria and remuneration.
8. Anyone employed by the Band is ineligible to be a voting member of the Housing Committee.

Reporting

1. The Housing Coordinator and Band Manager will provide reports to the Housing Committee at each regular or special meeting. Reports will detail staff activities, policy matters, and department activities.
2. Reports from the committee will be presented to Gitsegukla Band Council by the Housing Coordinator and Band Manager, which will be aligned with the meeting schedule of the Housing Committee.

Responsibilities of the Committee

1. To assist the Housing Coordinator and staff with oversight and decision-making activities in support of their roles and efficient operation of the Gitsegukla Housing department and delivery of effective housing programs and activities.
2. To follow, support, and implement all aspects of the Gitsegukla Housing Policy. The committee is also responsible for reviewing the policy on an annual basis and making proposed changes to the

policy to support the housing department and Gitsegukla Members as it relates to housing management. Gitsegukla Band Council may review and approve any proposed changes to the Housing Policy through ordinary resolution.

3. To be well prepared for all meetings and to have their position on an issue well defined before coming to the table. To create a team approach among all Committee Members.
4. To recognize that the expenditure of program funds is a public trust, and that all such funds shall be expended efficiently, economically and in the best interests of the Band. Further, the committee will ensure financial and operational accountability of the Housing Department and its activities.
5. To maintain liaison and provide a regular and accurate flow of relevant information from programs to community members and vice versa and to establish and maintain open channels of communication on issues.
6. To create equality between Committee Members regardless of race, national or ethnic origin, sex, age, creed, color, political or religious affiliation, mental or physical handicap, sexual orientation, marital status, conviction of an offence for which a pardon has been received and/or which is not related, directly or indirectly to job performance.
7. To foster a respectful and positive approach with staff and members under all circumstances.
8. To act in the best interest of the organization and Gitsegukla Band members before any personal interests (including that of interests for friends or relatives). All Committee Members must understand the Conflict of Interest Policy as outlined in Appendix A of this Terms of Reference and agree to abide by all conditions set out within the policy.
9. To ensure that committee decisions are made within the legal mandate and guidelines set for it, and to act in good faith and accordance with the law and established Band and committee policies.
10. To treat all information confidentially as obtained through the term of the Housing Committee Member. All members of the Housing Committee must not disclose any information acquired during committee meetings where matters have been deemed confidential.
11. To refuse any gifts or other items offered in reward for duties performed in the ordinary course of their role beyond such honoraria and allowances as Gitsegukla Band Council has agreed to provide.
12. To refrain from publicly criticizing any colleague, associate or staff; to first inform the colleague, associate or staff on the nature of their criticizing and thereafter to follow the proper protocol and procedure for criticizing any of these persons.
13. To use information obtained during their term as Committee Member only for its intended purpose(s), and not to divulge, disclose or communicate to any person, firm or corporation any information concerning any matters relating to or affecting any enterprise of the committee unless authorized to do so by Gitsegukla Band Council or required to do so by law.
14. To avoid anything that might be perceived as a "conflict of interest" in performance of their duties as Housing Committee member.

Authority of Committee

1. The committee has authority as mandated and delegated by Gitsegukla Band Council.
2. The committee has authority only in a collective sense; individual Committee Members have authority to act on behalf of the committee only as specifically mandated and delegated by the Committee as a whole.
3. Committee Members are appointed representatives of their community and as such must act in the best interests of the community.
4. Committee Members must recognize the authority of local and Band-level Program Directors/Administrators to manage their programs in accordance with approved policies and management practices.
5. A Committee has the authority to call on local and Band-level Program Managers/Administrators, or other staff and resource people as approved by Band-level Program Directors, when necessary.

Code of Ethics for Members of Committees

A code of ethics is a set of comprehensive rules that govern what a Committee Member may or may not do in the course of their term with a committee and dictate how such persons should conduct themselves. This Code of Ethics has been designed as a guideline for all Committee Members. It provides a framework within which the Committee Members can provide the quality of services that is expected of them by the Gitsegukla Band Membership. A Committee Member who wishes to enjoy the respect and confidence of the Band membership will strive to maintain the highest standards of professional and personal conduct both during one's term and in the community.

Policies and Agreements

1. The committee is responsible, in conjunction with administration housing staff, for the development of housing management policies and agreements as within the Gitsegukla Band On-Reserve Housing Policy.
2. Any amendments to the policy and any agreement or appendix must be presented to Gitsegukla Band Council for review and approval. Once approved, the committee is responsible for the implementation and enforcement of the policies and agreements.

Amendments

1. Amendments may be necessary from time to time. The Housing Committee or Gitsegukla Band Council may suggest amendments to these terms of reference.
2. Once suggestions have been made, the committee, Band Manager, and Gitsegukla Band Council will review and make comments.
3. The Housing Coordinator, Band Manager, and Gitsegukla Band Council will review these terms of reference consistent with the fiscal New Year.
4. Any and all suggestions for amendments to these Terms of Reference shall be submitted to the Band Manger and Gitsegukla Band Council at a duly Convened Council meeting for approval.
5. Any and all amendments to these Terms of Reference must be approved by Gitsegukla Band Council at a duly convened Council meeting before the said amendments can take absolute effect.

A listing of Housing Committee members follows.

Housing Committee Members List

The following is a list of the current Housing Committee Members:

Gitsegukla Housing Committee Members	
No.	Member Name
1	
2	
3	
4	
5	
6	
7	

Distribution:

A copy of this document shall be provided to each Committee Member upon their commencing appointment. Any amendments to this document shall be provided to Committee Members as soon as is practicable.

Appendix A: Conflict of Interest

This policy is designed to:

1. Maintain and enhance membership confidence and trust in the integrity of the Band's Housing Department as well as the respect and confidence that membership places in the Band Council to guide and oversee the Housing Department;
2. Demonstrate to Band members that Housing Committee Members are held to standards that place the Department's interest ahead of their private interests and to provide a transparent system by which membership may judge this to be the case;
3. Provide for greater certainty and guidance for Committee Members in how to reconcile their private interests with their committee duties and functions; and
4. Foster consensus among Committee Members by establishing common standards and by providing the means by which questions relating to proper conduct may be answered by an independent adviser.
5. This policy is to be reviewed and signed on an annual basis.

Part 1 - Interpretation

Definition of Conflict of Interest

1. In this Policy, an individual has a "conflict of interest" when the individual exercises a power or performs a duty or function and at the same time knows or ought reasonably to have known that in the exercise of the power or performance of the duty or function there is an opportunity to benefit the individual's private interests;
2. In this Policy, an individual has an "apparent conflict of interest" if a reasonably well-informed person would perceive that the individual's ability to exercise a power or perform a duty or function of their office or position shall be affected by the individual's private interests;
3. In this Policy, an individual's "private interests" mean the individual's personal and business interests and includes the personal and business interests of:
 - a. The individual's spouse;
 - b. A person under the age of 18 years in respect of whom the individual or the individual's spouse is a parent or acting in a parental capacity;
 - c. A person in respect of whom the individual or the individual's spouse is acting as guardian;
 - d. A person, other than an employee, who is financially dependent upon the individual or the individual's spouse or on whom the individual is financially dependent; and
 - e. An entity in which the individual or the individual in combination with any other person described in this subsection has a controlling interest.
4. Despite subsections (1) AND (2), an individual's private interests do not give rise to a conflict of interest if those interests:
 - a. Are the same as those of a broad class of members of the Gitsegukla Band of which the individual is a member; or
 - b. Are so remote or insignificant that they could not be reasonably regarded as likely to influence the individual in the exercise of a power or performance of a duty or function.

Part 2 – Housing Committee Members

Application

1. This Part applies to Housing Committee Members.

General Obligations

1. Housing Committee Members shall avoid circumstances that could result in the Committee Member having a conflict of interest or an apparent conflict of interest;
2. Housing Committee Members shall avoid placing themselves in circumstances where their ability to exercise a power or perform a duty or function could be influenced by the interests of any person to whom they owe a private obligation or who expects to receive some benefit or preferential treatment from them;
3. Housing Committee Members shall exercise the care, diligence and skill that a reasonably prudent individual would exercise in comparable circumstances; and
4. Housing Committee Members shall comply with all GBC laws and with all policies, procedures and directions of the Gitsegukla Band Council, including this Policy.

Gifts and Benefits

1. Housing Committee Members shall not accept a gift or benefit that might reasonably be seen to have been given to influence the Housing Committee Members in the exercise of their powers or performance of their duties or functions;
2. A gift or benefit may be accepted if the gift or benefit:
 - a. Would be considered within:
 - i. Normal protocol exchanges or social obligations associated with the role of Housing Committee Member,
 - ii. Normal exchanges common to business relationships, or
 - iii. Normal exchanges common at public cultural events of Gitsegukla.
 - b. Is of nominal value;
 - c. Is given by a close friend or relative as an element of that relationship; or
 - d. Is of a type that the policies or directions of the Housing Committee have determined would be acceptable if offered by the Housing Committee to another person.
3. Where a gift with a value greater than \$100 (one hundred dollars) is given to Housing Committee Members, the member shall make a written disclosure of the gift to the Gitsegukla Band Manager and the gift shall be treated as the property of Gitsegukla; and
4. Does not apply to a gift received during a public cultural event of Gitsegukla.

Confidential Information

1. Housing Committee Members shall keep confidential all information that the Housing Committee Members receive while performing their duties or functions unless the information is generally available:
 - a. To members of the public; or
 - b. To members of Gitsegukla.

2. Housing Committee Members shall only use confidential information for the specific purposes for which it was provided to the Housing Committee Member; and
3. Housing Committee Members shall not make use of any information received in the course of exercising their powers or performing their duties or functions to benefit the Housing Committee Member's private interests or those of relatives, friends or associates.
4. Housing Committee members must read the Oath of Confidentiality in Appendix B of this Terms of Reference and agree to abide by its terms and conditions.

Procedure for Addressing Conflict of Interest

1. As soon as the Housing Committee Member becomes aware of circumstances in which the Housing Committee Member has a conflict of interest, the Housing Committee Member has a duty to report the circumstances of the conflict of interest at the next Housing Committee meeting;
2. The Housing Committee Member shall leave any part of a Housing Committee meeting where the circumstances in which the Housing Committee Member has a conflict of interest are being discussed or voted on;
3. The minutes of a Housing Committee meeting shall record the Housing Committee Member's disclosure and note the Housing Committee Member's absence from the Housing Committee meeting when the circumstances in which the Housing Committee Member has a conflict of interest were being discussed or voted on;
4. The affected Housing Committee Member shall not take part in any discussions or vote on any decision respecting the circumstances in which the Housing Committee Member has a conflict of interest; and
5. The affected Housing Committee Member shall not influence or attempt to influence in any way before, during or after a Housing Committee meeting any discussion or vote on any decision respecting the circumstances in which the Housing Committee Member has a conflict of interest.

Procedure for Undisclosed Conflict of Interest

1. If a Housing Committee Member has reason to believe that another Housing Committee Member has a conflict of interest or an apparent conflict of interest in respect of a matter before the Housing Committee, the Housing Committee Member may request clarification of the circumstances at a Housing Committee meeting;
2. If, as a result of a clarification discussion under Part 1, the Housing Committee Member is alleged to have a conflict of interest or an apparent conflict of interest and the Housing Committee Members does not acknowledge the conflict of interest or apparent conflict of interest and take the actions required under the previous section, the Housing Committee shall determine whether the Housing Committee Member has a conflict of interest or an apparent conflict of interest before the Housing Committee considers the matter referred to in Part 1;
3. The minutes of the Housing Committee meeting shall record any determination made by the Housing Committee; and
4. If the Housing Committee determines that the Housing Committee Member has a conflict of interest or an apparent conflict of interest, the Housing Committee Member shall comply with the *Procedure for Addressing Conflict of Interest* section.

Part 3 — Breach

Consequences of Breach

1. If a person breaches this Policy, the following actions may be taken:
 - a. The Housing Committee may communicate the nature of breach to the Gitsegukla Band Council to investigate the matter, which may lead to the Housing Committee member being removed from the Housing Committee.

Appeal

1. Decisions or orders made under this Policy may be appealed to the Gitsegukla Band Council.

Acknowledgement and Annual Declaration

I, _____, have reviewed the Gitsegukla **Conflict of Interest Policy** (the "Policy") in detail. I understand this Policy, and I agree to abide by its terms and conditions.

I understand that if I breach this Policy, I will be subject to disciplinary action, up to and including removal from the Housing Committee.

Signature

Date

* Note: This is an annual declaration to be completed.

Appendix B: Oath of Confidentiality

I, _____, understand and acknowledge that: HOUSING COMMITTEE MEMBER NAME (PLEASE PRINT)

- 1) as a member of the Gitsegukla Housing Committee ("Housing Committee"), I may come into contact with or be in possession of sensitive and confidential information regarding Gitsegukla and its members, businesses, clients, partners or organizations;
- 2) the maintenance of confidentiality is essential to the work that the Housing Committee carries out;
- 3) my role as Housing Committee member is dependent on my signing, and abiding by, this Oath of Confidentiality; and
- 4) any breach of this Oath will result in disciplinary action, up to and including immediate termination of my role as Housing Committee member, without notice.

I promise that I will

- a) not disclose the affairs of Gitsegukla or its members, businesses, clients, partners or organizations to any person, company or firm, directly or indirectly, during or after my role as Housing Committee member, other than as required in the normal course of performing in this role, or as required by law;
- b) at all times treat all information acquired or created as strictly confidential and will not permit the publication, release, or disclosure of the same without prior written consent of Gitsegukla;
- c) hold in strict confidence (and not disseminate to members of the community and others) all working documents, including any documents marked for reference only and any other document worked on while in the role of Housing Committee member in Gitsegukla; and
- d) obtain the approval of Gitsegukla Band Manager prior to discussing any information or issues internal to Gitsegukla, the media or the community in general.

[Sworn/affirmed] on the day of , 20 , at Gitsegukla, British Columbia.

Employee Signature (Employee Name)

Date

Witness Signature (Witness Name)

Date

KEY: Y=INSPECTED N=NOT INSPECTED R=REPAIR / REPLACE

ROOFING

ROOFING	Y	N	R
Roof Covering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flashing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chimneys, Penetrations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof Drainage Systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Roof Material	xx	Viewed Roof From:	xx
3 Tab Fiberglass	<input type="checkbox"/>	Ground	<input type="checkbox"/>
Asphalt Shingle	<input type="checkbox"/>	Walked the roof	<input type="checkbox"/>
Architectural	<input type="checkbox"/>	Ladder	<input type="checkbox"/>
Roll Roofing	<input type="checkbox"/>	Binoculars	<input type="checkbox"/>
Half-Lap	<input type="checkbox"/>		
Built-up	<input type="checkbox"/>		
Slate	<input type="checkbox"/>		
Rubber Membrane	<input type="checkbox"/>		
Concrete	<input type="checkbox"/>		
Tile	<input type="checkbox"/>		
Tar and Gravel	<input type="checkbox"/>		
Cedar Shakes	<input type="checkbox"/>		
Metal	<input type="checkbox"/>		
Asbestos	<input type="checkbox"/>		
Wood Shakes	<input type="checkbox"/>		
Modified Bitumen	<input type="checkbox"/>		
Ceramic / Clay	<input type="checkbox"/>		
Asphalt / Fiberglass	<input type="checkbox"/>		
Corrugated Fiberglass	<input type="checkbox"/>		

SKYLIGHTS	xx	EXT. CHIMNEY	xx
None	<input type="checkbox"/>	None	<input type="checkbox"/>
One	<input type="checkbox"/>	Masonry Stucco	<input type="checkbox"/>
Two	<input type="checkbox"/>	Block	<input type="checkbox"/>
Three	<input type="checkbox"/>	Metal Flue Pipe	<input type="checkbox"/>
More than three	<input type="checkbox"/>	Brick	<input type="checkbox"/>
Ventilating	<input type="checkbox"/>	Comp. Board	<input type="checkbox"/>
Fixed	<input type="checkbox"/>	EIFS (Stucco)	<input type="checkbox"/>
Homemade	<input type="checkbox"/>	Metal Siding	<input type="checkbox"/>
Motorized	<input type="checkbox"/>	Stone	<input type="checkbox"/>
Solar Tube	<input type="checkbox"/>	Cement Fiber	<input type="checkbox"/>
Custom Made	<input type="checkbox"/>	Wood	<input type="checkbox"/>
Roof Windows	<input type="checkbox"/>	Panels	<input type="checkbox"/>
	<input type="checkbox"/>	Other	<input type="checkbox"/>

KEY: Y=INSPECTED N=NOT INSPECTED R=REPAIR / REPLACE

EXTERIOR

EXTERIOR	Y	N	R
Wall Cladding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flashing and Trim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Decks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Balconies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Railings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Porch and Patio Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walkways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Covers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Driveways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drainage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retaining Walls and Related Structures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Porches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eaves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Soffit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fascias	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SIDING STYLE	XX	SIDING MATERIAL	XX
Bevel	<input type="checkbox"/>	Wood	<input type="checkbox"/>
Channel	<input type="checkbox"/>	Vinyl	<input type="checkbox"/>
Drop	<input type="checkbox"/>	EIFS	<input type="checkbox"/>
Lap	<input type="checkbox"/>	Cement Fiber	<input type="checkbox"/>
Log	<input type="checkbox"/>	Masonry Panels	<input type="checkbox"/>
Ship Lap	<input type="checkbox"/>	Logs	<input type="checkbox"/>
Shakes	<input type="checkbox"/>	Aluminum	<input type="checkbox"/>
Shingles	<input type="checkbox"/>	Shingles	<input type="checkbox"/>
Vertical Lap	<input type="checkbox"/>	Cedar	<input type="checkbox"/>
Wood	<input type="checkbox"/>	Shakes	<input type="checkbox"/>
Block and Mortar	<input type="checkbox"/>	Full Brick	<input type="checkbox"/>
Tongue and Groove	<input type="checkbox"/>	Brick Veneer	<input type="checkbox"/>
German Lap	<input type="checkbox"/>	Asphalt	<input type="checkbox"/>
T 1-11	<input type="checkbox"/>	Stone	<input type="checkbox"/>
Reverse Board and Batten	<input type="checkbox"/>	Metal	<input type="checkbox"/>
Brick	<input type="checkbox"/>	Corrugated Metal	<input type="checkbox"/>
Cement Stucco	<input type="checkbox"/>	Plywood	<input type="checkbox"/>
Batten	<input type="checkbox"/>	Unfinished	<input type="checkbox"/>

EXT. DOORS	XX	APPURTENANCES	XX
Wood	<input type="checkbox"/>	Deck	<input type="checkbox"/>
Steel	<input type="checkbox"/>	Deck with Steps	<input type="checkbox"/>
Hollow Core	<input type="checkbox"/>	Sidewalk	<input type="checkbox"/>
Solid	<input type="checkbox"/>	Patio	<input type="checkbox"/>
Single Pane	<input type="checkbox"/>	Porch	<input type="checkbox"/>
Insulated Glass	<input type="checkbox"/>	Covered Porch	<input type="checkbox"/>
Plastic Comp.	<input type="checkbox"/>	Ramp	<input type="checkbox"/>
Insulated Door	<input type="checkbox"/>	Steps w/ Railing	<input type="checkbox"/>
Fiberglass	<input type="checkbox"/>	Balcony	<input type="checkbox"/>
Insul. Fibergalss	<input type="checkbox"/>	Other	<input type="checkbox"/>

DRIVEWAYS	XX
Asphalt	<input type="checkbox"/>
Gravel	<input type="checkbox"/>
Brick	<input type="checkbox"/>
Dirt	<input type="checkbox"/>
Cobblestone	<input type="checkbox"/>
Street Parking	<input type="checkbox"/>
Parking Lot	<input type="checkbox"/>
Shared Drive	<input type="checkbox"/>
Not Visible	<input type="checkbox"/>
Other	<input type="checkbox"/>

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STRUCTURAL COMPONENTS

STRUCTURAL COMPONENTS	Y	N	R
Foundation/Basement/ Crawlspace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Columns or Piers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof Structure Including Attic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FOUNDATION	XX	WALL STRUCTURE	XX
Masonry Block	<input type="checkbox"/>	Brick	<input type="checkbox"/>
Pressure Treated Wood	<input type="checkbox"/>	Block	<input type="checkbox"/>
Poured Concrete	<input type="checkbox"/>	Wood	<input type="checkbox"/>
Brick	<input type="checkbox"/>	2x4 Wood	<input type="checkbox"/>
Skirting	<input type="checkbox"/>	2x6 Wood	<input type="checkbox"/>
Concrete Slab	<input type="checkbox"/>	Metal Studs	<input type="checkbox"/>
Aesthetic Block	<input type="checkbox"/>	Diameter Logs	<input type="checkbox"/>
Rock	<input type="checkbox"/>		<input type="checkbox"/>

FLOOR STRUCTURE	XX	COLUMNS/PIERS	XX
2x6	<input type="checkbox"/>	Wood Piers	<input type="checkbox"/>
2x8	<input type="checkbox"/>	Brick Piers	<input type="checkbox"/>
2x10	<input type="checkbox"/>	Supporting Walls	<input type="checkbox"/>
2x12	<input type="checkbox"/>	Dry Stacked Stone	<input type="checkbox"/>
Wood Beams	<input type="checkbox"/>	Dry Stacked Brick	<input type="checkbox"/>
Engineered Floor Joists	<input type="checkbox"/>	Dry Stacked Block	<input type="checkbox"/>
Steel I-Beam	<input type="checkbox"/>	Mortared Material	<input type="checkbox"/>
Slab Floor	<input type="checkbox"/>	Block Supports	<input type="checkbox"/>
Concrete Floor	<input type="checkbox"/>	Steel Screw Jacks	<input type="checkbox"/>
Not Visible	<input type="checkbox"/>	Steel Lally Columns	<input type="checkbox"/>

ROOF STRUCTURE	XX	TYPE OF ROOF	XX
Engineered Trusses	1=1	Gable Roof	1=1
2x4 Rafters	1=1	Gable w/Dormers	1=1
2x6 Rafters	1=1	Gable w/ Addition	1=1
2x8 Rafters	1=1	Double Gable	1=1
2x10 Rafters	1=1	Multiple Dormers	1=1
2x12 Rafters	1=1	Hip Roof	1=1
Steel Trusses	1=1	Shed Roof	1=1
Lateral Bracing	1=1	Gambrel Roof	1=1
Common Board	1=1	Round	1=1
Wood Slats	1=1	Geodesic Dome	1=1
Plywood Sheathing	1=1	A-Frame	1=1
Collar Ties	1=1	Flat Roof	1=1
Not Visible	1=1	Other	1=1

CEILING STRUCTURE	XX	CRAWLSPACE VIEWED FROM	XX
2x4	1=1	Crawled	1=1
2x6	1=1	From Entry	1=1
2x8	1=1	Unsafe Conditions	1=1
2x10	1=1	No Crawlspace	1=1
Diameter Logs	1=1	Standing Water	1=1
Not Visible	1=1	No Access	1=1

ATTIC INFORMATION	XX	ATTIC VIEWED FROM	XX
Attic Hatch	1=1	Entry	1=1
Pull Down Stairs	1=1	Walked	1=1
Lighting in Attic	1=1	Inaccessible	1=1
Scuttle Hole	1=1	From Stairs	1=1
Storage	1=1	Partial Viewing	1=1

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INTERIOR

INTERIOR INFORMATION	Y	N	R
Ceilings			
Walls			
Floors			
Windows (representative number)			
Doors			
Counter Tops and Cabinets			
Steps, Stairways, Railings			

FLOOR COVERINGS	XX	CEILING MATERIALS	XX
Carpet	<input type="checkbox"/>	Drywall	<input type="checkbox"/>
Wood	<input type="checkbox"/>	Sheetrock	<input type="checkbox"/>
Hardwood T and G	<input type="checkbox"/>	Wallpaper	<input type="checkbox"/>
Laminate T and G	<input type="checkbox"/>	Wallpaper/ Painted Over	<input type="checkbox"/>
Vinyl	<input type="checkbox"/>	Ceiling Tile	<input type="checkbox"/>
Linoleum	<input type="checkbox"/>	Plaster	<input type="checkbox"/>
Unfinished	<input type="checkbox"/>	Suspended Ceiling Tile	<input type="checkbox"/>
Wood Planking	<input type="checkbox"/>	Comp. Mineral Fiberboard	<input type="checkbox"/>
9" Tile (possible asbestos)	<input type="checkbox"/>	Textured Sheetrock	<input type="checkbox"/>
T and G Planking	<input type="checkbox"/>	Unfinished Ceiling	<input type="checkbox"/>
Tile	<input type="checkbox"/>	Wood	<input type="checkbox"/>
Stone	<input type="checkbox"/>	Comp. Particleboard	<input type="checkbox"/>
Self Adhesive Tile	<input type="checkbox"/>	Plywood	<input type="checkbox"/>

WINDOW TYPES	XX	BRAND	XX
Thermal (insulated)	<input type="checkbox"/>		<input type="checkbox"/>
Non-Insulated	<input type="checkbox"/>		<input type="checkbox"/>
Single Pane	<input type="checkbox"/>		<input type="checkbox"/>
Jalousie	<input type="checkbox"/>		<input type="checkbox"/>
Awning	<input type="checkbox"/>		<input type="checkbox"/>
Bow Window	<input type="checkbox"/>		<input type="checkbox"/>
Storm Windows	<input type="checkbox"/>		<input type="checkbox"/>
Tilting Windows	<input type="checkbox"/>		<input type="checkbox"/>
Double-Hung	<input type="checkbox"/>		<input type="checkbox"/>
Single-Hung	<input type="checkbox"/>		<input type="checkbox"/>
Sliders	<input type="checkbox"/>		<input type="checkbox"/>
Casement Windows	<input type="checkbox"/>		<input type="checkbox"/>
Both Insul. and Non- Insul.	<input type="checkbox"/>		<input type="checkbox"/>

INTERIOR WALL MATERIALS	XX	INTERIOR DOORS	XX
Drywall	<input type="checkbox"/>	Hollow Core	<input type="checkbox"/>
Sheetrock	<input type="checkbox"/>	Solid Core	<input type="checkbox"/>
Plaster	<input type="checkbox"/>	Masonite	<input type="checkbox"/>
Paneling	<input type="checkbox"/>	Raised Panel	<input type="checkbox"/>
Wallpaper	<input type="checkbox"/>	Recess Sculptured	<input type="checkbox"/>
Wood	<input type="checkbox"/>	Metal	<input type="checkbox"/>
Unfinished	<input type="checkbox"/>	Wood	<input type="checkbox"/>
Tile	<input type="checkbox"/>	Homemade Doors	<input type="checkbox"/>
Painted Wallpaper	<input type="checkbox"/>	Particleboard	<input type="checkbox"/>
Wainscoting	<input type="checkbox"/>	Sliding Pocket Doors	<input type="checkbox"/>

CABINETS	XX	COUNTER TOPS	XX
None Present	<input type="checkbox"/>	None Present	<input type="checkbox"/>
Wood	<input type="checkbox"/>	Wood	<input type="checkbox"/>
Veneer	<input type="checkbox"/>	Veneer	<input type="checkbox"/>
Laminate	<input type="checkbox"/>	Corian	<input type="checkbox"/>
Plastic	<input type="checkbox"/>	Marble	<input type="checkbox"/>
Melamine	<input type="checkbox"/>	Composite	<input type="checkbox"/>
Homemade Cabinets	<input type="checkbox"/>	Laminate	<input type="checkbox"/>
Oak	<input type="checkbox"/>	Granite	<input type="checkbox"/>
Pine	<input type="checkbox"/>	Slate	<input type="checkbox"/>
Other Material	<input type="checkbox"/>	Other	<input type="checkbox"/>

INTERIOR NOTES, DEFECTS, REPAIRS REQUIRED

X

X

X

X

X

X

X

X

X

X

X

X

X

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KEY: Y=INSPECTED N=NOT INSPECTED R=REPAIR / REPLACE

HEATING AND COOLING SYSTEMS

HEATING / CENTRAL AIR COND.	Y	N	R
Heating Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Normal Operating Controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automatic Safety Controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooling Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas / LP Fireplaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Solid Fuel Heating Devices (woodstove, fireplace)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pellet Stove / Corn Stove / Multi-Fuel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chimneys, Flues and Vents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Distribution Systems, Fans, Controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Presence of Heat Source in Each Room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Presence of Cooling Source in Each Room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

KEY: HU=HEATING UNIT CU=COOLING UNIT

HU and CU BRANDS	HU	CU
Unknown	<input type="checkbox"/>	<input type="checkbox"/>
None	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

HEAT- ENERGY SOURCE	xx	FIREPLACES	xx
Oil	<input type="checkbox"/>	Conventional (wood)	<input type="checkbox"/>
Natural Gas	<input type="checkbox"/>	Stand Alone	<input type="checkbox"/>
Propane	<input type="checkbox"/>	Gas Non Vented	<input type="checkbox"/>
Kerosene	<input type="checkbox"/>	Gas Vented	<input type="checkbox"/>
Solar	<input type="checkbox"/>	Decorative Only	<input type="checkbox"/>
Electric	<input type="checkbox"/>	Prop. Gas Log Vented	<input type="checkbox"/>
Wood	<input type="checkbox"/>	Prop. Gas Log Non-V	<input type="checkbox"/>
Coal	<input type="checkbox"/>	Pellet Insert	<input type="checkbox"/>
Pellets	<input type="checkbox"/>	Sealed-off Fireplace	<input type="checkbox"/>
Corn or Alternate Fuel	<input type="checkbox"/>	None	<input type="checkbox"/>

FILTER TYPES	xx	DUCT WORK	xx
N/A (None)	<input type="checkbox"/>	Insulated	<input type="checkbox"/>
Washable	<input type="checkbox"/>	Non-Insulated	<input type="checkbox"/>
Disposable	<input type="checkbox"/>	Both (I and NI)	<input type="checkbox"/>
Electronic Air Cleaner	<input type="checkbox"/>	Partially Insulated	<input type="checkbox"/>
Cartridge	<input type="checkbox"/>	Galvanized Ducts	<input type="checkbox"/>
Multiple Filters	<input type="checkbox"/>	Possible Asbestos Material	<input type="checkbox"/>
Missing Filter	<input type="checkbox"/>	No Ducts	<input type="checkbox"/>

COOLING EQUIPMENT TYPE	xx	NUMBER OF FIREPLACES	OF
Heat Pump Forced Air	<input type="checkbox"/>		
Air Conditioning Unit	<input type="checkbox"/>	NUMBER OF WOOD STOVES	OF
Window A/C Unit	<input type="checkbox"/>		
Swamp Cooler	<input type="checkbox"/>	TOTAL NUMBER OF HEAT SYSTEMS	OF

NUMBER OF A/C ONLY UNITS

HEATING UNIT TYPE(S)	xx
Oil Fired Forced Warm Air	<input type="checkbox"/>
Steam Boiler	<input type="checkbox"/>
Hydronic (boiler)	<input type="checkbox"/>
Gas Fired Forced Warm Air	<input type="checkbox"/>
Radiant Floor Heating	<input type="checkbox"/>
Radiant Ceiling Heating	<input type="checkbox"/>
Electric Baseboard Heat	<input type="checkbox"/>
Oil Furnace Converted to Gas	<input type="checkbox"/>
Coal Furnace Converted to Oil	<input type="checkbox"/>
Coal Furnace Converted to Gas	<input type="checkbox"/>
Heat Pump Forced Air	<input type="checkbox"/>
Geothermal Convection Pump	<input type="checkbox"/>
Outdoor Boiler	<input type="checkbox"/>
Space Heater	<input type="checkbox"/>
Other	<input type="checkbox"/>
None	<input type="checkbox"/>

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ELECTRICAL SYSTEM

ELECTRICAL SYSTEM	Y	N	R
Conductors - Service Entrance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Main Distribution Panel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Main Over-Current Device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grounding and Polarity of GFCI Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operation of GFCI Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Branch Circuit Conductors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Compatibility of Over-Current Device to Branch Circuit Conductors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Over-Current Devices of Each Branch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LOCATION-MAIN and DIST. PANELS	XX	ELECTRICAL CAPACITY	PANEL	XX
Basement Wall	<input type="checkbox"/>	60 AMP	<input type="checkbox"/>	<input type="checkbox"/>
1st Level Wall	<input type="checkbox"/>	100 AMP	<input type="checkbox"/>	<input type="checkbox"/>
2nd Level Wall	<input type="checkbox"/>	125 AMP	<input type="checkbox"/>	<input type="checkbox"/>
3rd Level Wall	<input type="checkbox"/>	150 AMP	<input type="checkbox"/>	<input type="checkbox"/>
Garage / Carport	<input type="checkbox"/>	200 AMP	<input type="checkbox"/>	<input type="checkbox"/>
Hallway	<input type="checkbox"/>	225 AMP	<input type="checkbox"/>	<input type="checkbox"/>
Bedroom	<input type="checkbox"/>	(2) 200 AMP Panels	<input type="checkbox"/>	<input type="checkbox"/>
Closet	<input type="checkbox"/>	(2) 150 AMP Panels	<input type="checkbox"/>	<input type="checkbox"/>
Utility Room	<input type="checkbox"/>	(2) 100 AMP Panels	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	Inadequate	<input type="checkbox"/>	<input type="checkbox"/>

ELECTRICAL MANUFACTURER	PANEL	XX	OVER-CURRENT DEVICES	XX
	<input type="checkbox"/>		Circuit Breakers	<input type="checkbox"/>
Other	<input type="checkbox"/>		Fuses	<input type="checkbox"/>

ELEC. SERVICE CONDUCTORS	XX	BRANCH MATERIAL	CIRCUIT	XX
Overhead Service	<input type="checkbox"/>	Copper	<input type="checkbox"/>	<input type="checkbox"/>
Lateral Service	<input type="checkbox"/>	Aluminum	<input type="checkbox"/>	<input type="checkbox"/>
Aluminum	<input type="checkbox"/>	Romex	<input type="checkbox"/>	<input type="checkbox"/>
Copper	<input type="checkbox"/>	Cotton Fiber Insulated	<input type="checkbox"/>	<input type="checkbox"/>
220 Volts	<input type="checkbox"/>	Shielded Cable	<input type="checkbox"/>	<input type="checkbox"/>
110 Volts	<input type="checkbox"/>	Conduit	<input type="checkbox"/>	<input type="checkbox"/>
Notes:	<input type="checkbox"/>	Knob and Tube	<input type="checkbox"/>	<input type="checkbox"/>

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PLUMBING SYSTEM

PLUMBING SYSTEM	Y	N	R
Plumbing Waste, Drain and Vent Systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Supply and Distribution System, Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Main Water Shutoff Device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hot Water Systems, Controls, Flues and Chimneys	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sump Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WATER SOURCE	xx	WATER FILTERS	xx
Well	<input type="checkbox"/>	Sediment Filter	<input type="checkbox"/>
Spring	<input type="checkbox"/>	Whole House Filter	<input type="checkbox"/>
Public Water Supply	<input type="checkbox"/>	Filter and Conditioning System	<input type="checkbox"/>
Shared Well	<input type="checkbox"/>	Faucet Filters Only	<input type="checkbox"/>
Other (Identify)	<input type="checkbox"/>	None	<input type="checkbox"/>

WATER SUPPLY INTO HOME	xx	WATER MATERIALS	DIST.	xx
Copper	<input type="checkbox"/>	Copper		<input type="checkbox"/>
Black Hose	<input type="checkbox"/>	Galvanized		<input type="checkbox"/>
Pex	<input type="checkbox"/>	Pex		<input type="checkbox"/>
Poly	<input type="checkbox"/>	Poly		<input type="checkbox"/>
CPVC	<input type="checkbox"/>	CPVC		<input type="checkbox"/>
Galvanized	<input type="checkbox"/>	PVC		<input type="checkbox"/>
PVC	<input type="checkbox"/>	Other		<input type="checkbox"/>
Not Visible	<input type="checkbox"/>	Not Visible		<input type="checkbox"/>

PLUMBING WASTE MATERIAL	xx	WASHER DRAIN SIZE	xx
Cast Iron	<input type="checkbox"/>	1 1/2" Diameter	<input type="checkbox"/>
PVC	<input type="checkbox"/>	2" Diameter	<input type="checkbox"/>
ABS	<input type="checkbox"/>	No Washer Drain	<input type="checkbox"/>
Copper	<input type="checkbox"/>	Undersized	<input type="checkbox"/>
Lead	<input type="checkbox"/>	Not Visible	<input type="checkbox"/>

WATER HEATER CAPACITY	xx	WATER LOCATION	HEATER	xx
30 Gallon	1=1	Basement		1=1
36 Gallon	1=1	Attic		1=1
38 Gallon	1=1	Downstairs Closet		1=1
40 Gallon	1=1	Under Stairs		1=1
(2) 40 gallon	1=1	Utility Room		1=1
50 Gallon	1=1	Washer / Dryer Room		1=1
65 Gallon	1=1	Concealed in Wall		1=1
66 Gallon	1=1	Crawlspace		1=1
75 Gallon	1=1	Main Floor		1=1
Two Heaters	1=1	Garage		1=1
Tankless Point-of-Use	1=1	Upper Level of Home		1=1
Unknown (obscured)	1=1	Bathroom Closet		1=1
No Water Heater	1=1	No Water Heater		1=1

WATER HEATER POWER SOURCE	xx
Electric	1=1
Gas	1=1
Propane	1=1
Solar / Electrical Auxilliary	1=1
Zoned Hot Water From Boiler	1=1
None (Hot Water From Boiler Only)	1=1

WATER HEATER MFR.	xx	WATER HEATER MFR.	xx
	1=1		1=1

KEY: Y=INSPECTED N=NOT INSPECTED R=REPAIR / REPLACE

INSULATION and VENTILATION

INSULATION and VENTILATION	Y	N	R
Attic Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insulation Under Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ventilation of Attic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vapor Retarders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vent Systems For Kitchen, Bath, Laundry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ventilation of Foundation, Basement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vents, Thermostats and Controls - Attic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FLOOR INSULATION	xx	ATTIC INSULATION	xx
Faced	<input type="checkbox"/>	Faced	<input type="checkbox"/>
Unfaced	<input type="checkbox"/>	Unfaced	<input type="checkbox"/>
Fiberglass	<input type="checkbox"/>	Fiberglass	<input type="checkbox"/>
Batts	<input type="checkbox"/>	Batts	<input type="checkbox"/>
Foil Faced Reflective	<input type="checkbox"/>	Foil Faced Reflective	<input type="checkbox"/>
Vapor Barrier	<input type="checkbox"/>	Vapor Barrier	<input type="checkbox"/>
Encapsulated Fiberglass	<input type="checkbox"/>	Encapsulated Fiberglass	<input type="checkbox"/>
Foam	<input type="checkbox"/>	Rock Wool	<input type="checkbox"/>
Netted Loose Fill	<input type="checkbox"/>	Cellulose	<input type="checkbox"/>
R-11	<input type="checkbox"/>	Perlite / Vermiculite	<input type="checkbox"/>
R-19	<input type="checkbox"/>	Blown-In	<input type="checkbox"/>
R-22	<input type="checkbox"/>	R-19 or Less (poorly insulated)	<input type="checkbox"/>
R-25	<input type="checkbox"/>	R-22	<input type="checkbox"/>
R-30	<input type="checkbox"/>	R-30	<input type="checkbox"/>
None / Not Visible	<input type="checkbox"/>	R-38	<input type="checkbox"/>

ATTIC VENTILATION	xx	DRYER VENT MAT.	xx
Gable Vents	<input type="checkbox"/>	Flexible Vinyl	<input type="checkbox"/>
Soffit Vents	<input type="checkbox"/>	Flexible Metal	<input type="checkbox"/>
Ridge Vent	<input type="checkbox"/>	Rigid Metal	<input type="checkbox"/>
Passive Ventilation	<input type="checkbox"/>	Rigid PVC	<input type="checkbox"/>
Turbines	<input type="checkbox"/>	No Dryer or Vent	<input type="checkbox"/>
Thermostatically Controlled Fan	<input type="checkbox"/>		
Manually Switched Fan	<input type="checkbox"/>		
Solar Powered Fan	<input type="checkbox"/>		

EXHAUST FANS	xx	DRYER SOURCE	POWER	xx
Fan Only	<input type="checkbox"/>	220 Electric		<input type="checkbox"/>
Fan w/Light	<input type="checkbox"/>	Gas		<input type="checkbox"/>
Fan w/Light and Heater	<input type="checkbox"/>	Propane		<input type="checkbox"/>
Unknown	<input type="checkbox"/>	110 Volt Stackable		<input type="checkbox"/>
None	<input type="checkbox"/>	No Dryer		<input type="checkbox"/>

INSULATION / VENTILATION NOTES, DEFECTS, REPAIRS REQUIRED

X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X

KEY: Y=INSPECTED N=NOT INSPECTED R=REPAIR / REPLACE

BUILT-IN KITCHEN APPLIANCES

KITCHEN APPLIANCES	Y	N	R
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Built-In Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garbage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Range / Oven / Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MARK BRAND NEXT TO APPLIANCE CODE

KEY: RE=REFRIGERATOR DW=DISHWASHER MW=MICROWAVE

TC=TRASH COMPACTOR GD=GARBAGE DISPOSAL

BRAND	xx	BRAND	xx
	RE		RE
	DW		DW
	MW		MW
	TC		TC
	GD		GD

APPLIANCE NOTES, DEFECTS, REPAIRS REQUIRED

X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X

Street Address: _____

Photo No.:

Explanation:

20 APPENDIX H – GITSEGUOKLA DOG CONTROL BY-LAW