

Westbank First Nation
Residential Premises Law No. 2008-03

WFN HOUSING PROGRAM AND SERVICES REGULATION
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1. INTRODUCTION

Westbank First Nation ("WFN") is committed to ensuring adequate housing options are available to its Members. Accordingly, the objectives of the WFN Housing Program are to:

- a) Address the demand for adequate, affordable housing.
- b) Protect and enhance the community's investment in its housing assets through the efficient management and operation of the WFN Housing Department.
- c) Share the responsibility for housing between WFN and its Members.
- d) Promote independent living, pride, and responsibility for housing.

As part of this initiative, WFN provides rental units at rates which may be below fair market value, while continuing to encourage its Members to be self-sufficient by way of home ownership. WFN strives to ensure that the construction of its rental units is to the highest standard and quality, exceeding the local and provincial building standards.

The purpose of this regulation is to provide guidance in the delivery and administration of the WFN housing program and services, ensuring that the process is consistent, transparent, fair, accountable, and administered for the benefit of the community. This regulation applies to the use and occupancy of existing and future WFN Rental Housing Units owned by WFN and administered by the WFN Housing Department.

2. WFN HOUSING PROGRAM AND SERVICES

2.1 Standard Rental Units

The Rental Program provides WFN Members with affordable rental units that meet or exceed health and safety standards. Tenants occupying these units pay affordable rent at rates which may be below fair market value.

2.2 Accessible Rental Units

Council has designated WFN Rental Housing Units located at 3568 Elk Road and 3570 Elk Road to be "Accessible Rental Units" reserved for WFN Elders and persons with qualified disabilities. If no qualified Tenants are identified, the units remain vacant pending qualified Tenants making themselves known.

2.3 Lease to Purchase Program

The Lease to Purchase Program provides WFN Members with an opportunity to pursue home ownership. Under this program, the Member enters into a fixed term Lease to Purchase Agreement with WFN. Upon the conclusion of the term, and provided the Member has met all terms and conditions of the Lease to Purchase Agreement, WFN will transfer ownership of the subject property, including the Certificate of Possession, to the Member.

3. ROLES AND RESPONSIBILITIES

3.1 Chief and Council

The roles and responsibilities of Chief and Council include:

- a) Providing Members with access to adequate, affordable housing;
- b) Ensuring WFN housing programs and services are administered in accordance with the principles of procedural fairness and consistency; and
- c) Reviewing and approving objectives, strategies, and budgets related to the delivery and administration of WFN housing programs and services.

3.2 WFN Housing Department

The roles and responsibilities of the WFN Housing Department include:

- a) Administering WFN housing programs and services to Members;
- b) Maintaining and enhancing the value of WFN's assets;
- c) Ensuring WFN Rental Housing Units are in a state of decoration and repair that complies with health and safety standards, as established by law;
- d) Ensuring all Tenants' rights to quiet enjoyment and peaceful occupancy of WFN Rental Housing Units are maintained, including prompt investigation of any complaints;
- e) Delivery of housing-related information to Members through community meetings and workshops; and
- f) Ensuring tenant compliance with the WFN Residential Premises Law No. 2008-03, its regulations, and all other applicable laws.

3.3 Tenants

The roles and responsibilities of Tenants include:

- a) Reviewing, understanding, and executing a Residential Tenancy Agreement or Lease to Purchase Agreement;
- b) Complying with the terms and conditions of the Residential Tenancy Agreement or Lease to Purchase Agreement, the WFN Residential Premises Law No. 2008-03, its regulations, and all other applicable laws;
- c) Payment of rent and any other housing-related charges, carrying out minor maintenance and repairs, correcting tenant damage, and maintaining ordinary health, cleanliness, and sanitary standards throughout the WFN Rental Housing Unit they occupy;
- d) Ensuring Guests or Authorized Occupants comply with all terms and conditions of the Residential Tenancy Agreement or Lease to Purchase Agreement, the WFN Residential Premises Law No. 2008-03, its regulations, and all other applicable laws; and
- e) Engaging with the WFN Housing Department where appropriate and necessary.

4. ELIGIBILITY REQUIREMENTS

To be eligible to apply for a WFN Rental Housing Unit the individual must:

- a) Be a Member or the legal guardian of a Member aged 18 years or less;
- b) Be 19 years of age or older;
- c) Be in good financial standing with WFN, with no arrears or outstanding debt, and/or keeping current with any repayment agreements that may be in place;
- d) Not be known to be involved in criminal activity within the last three (3) years, including but not limited to, possession of drugs for the purpose of trafficking, solicitation (sex trade workers and related nuisance activity), street gangs, assault or threatened assault, and unlawful use of firearms;
- e) Not have been evicted or have a history of failure to comply with a Residential Tenancy Agreement within (3) years immediately preceding the date of application;
- f) Provide Proof of Income sufficient to meet the required rent to be paid;
- g) Provide three (3) rental references from property owners from whom the applicant has rented residential premises within the past five (5) years, or, where such references cannot be supplied, provide references from non-family members confirming the

applicant's ability to fulfil the responsibilities and financial and physical obligations under the Residential Tenancy Agreement or Lease to Purchase Agreement.

5. APPLICATIONS FOR HOUSING

5.1 Rental Housing Application Procedure

To apply for WFN Rental Housing Units the applicant must:

- a) Submit a complete WFN Rental Housing Application Package to the WFN Housing
 - I. A fully completed WFN Rental Housing Application Form (attached hereto as Schedule A);
 - II. Proof of WFN Membership or proof of guardianship of a WFN Member aged 18 years or less;
 - III. The applicant's Proof of Income in a form deemed acceptable by WFN;
 - IV. Rental references from property owners from whom the applicant has rented residential premises within the past five (5) years, or, where such references cannot be supplied, provide references from non-family members confirming the applicant's ability to fulfil the responsibilities and financial and physical obligations under the Residential Tenancy Agreement or Lease to Purchase Agreement.
- b) The WFN Housing Department will review submitted applications for eligibility and completeness and, if eligible, shall add the eligible applicant to the WFN Rental Housing waitlist;
- c) If the WFN Rental Housing Application Package is complete and the applicant meets all eligibility requirements, the WFN Housing Department will deliver written notification to the applicant advising that the application has been received and that, upon availability of a WFN Rental Housing Unit, the applicant will be considered to fill the vacancy;
- d) All eligible Applicants will be required to update their WFN Rental Housing Application Package on the expiry date of March 31st of each year;
- e) If an applicant is ineligible or the WFN Rental Housing Application Package is incomplete, the WFN Housing Department will notify the applicant by providing a written explanation of the reasons why the applicant is ineligible, and/or indicate the deficiencies of the incomplete WFN Rental Housing Application Package ;
- f) Ineligible or incomplete applications will not be added to the WFN Rental Housing wait list;
- g) An applicant may correct an incomplete application and re-submit it at any time.

5.2 Lease to Purchase

To acquire individual home ownership, and upon availability of newly constructed subsidized homes, the applicant must apply for lease to purchase housing by submitting an application to the WFN Allotment Commission.

6. RENTAL HOUSING ALLOCATION

6.1 Selection Standards

When determining the allocation of a WFN Rental Housing Unit to an individual on the WFN Rental Housing wait list, the WFN Housing Department will take into account the following factors:

- a) Need of the applicant;
- b) Applicant's family size and composition;
- c) Does the applicant have special requirements (ie: is the applicant an Elder or disabled);
- d) Suitability of the applicant to the available WFN Rental Housing Unit;
- e) Applicant's current living situation;
- f) Applicant's source of income and level of financial stability;
- g) Quality of references;
- h) Applicant's rental and financial history (ie: past rental and financial history with WFN);
- i) Length of time the applicant has resided in the community; and
- j) Application History (ie: date of application, completeness of application, number of times has the applicant has applied).

6.2 Allocation

When a WFN Rental Housing Unit becomes available, the WFN Housing Department will review all waitlisted applicants:

- a) Applications will be matched with the available WFN Rental Housing Unit using the following suitability criteria:
 - I. The type and size of WFN Rental Housing Unit matches the applicant's needs (i.e. number of bedrooms, single story, detached, no stairs etc.); and, if applicable,
 - II. The available WFN Rental Housing Unit is designated as housing reserved for Elders and/or persons with disabilities.
- b) Where there are two or more applicants suitable for an available WFN Rental Housing Unit, the date each completed WFN Rental Housing Application Package was received by the WFN Housing Department will be determining factor.
- c) If the applicant is a young adult between nineteen (19) and twenty five (25) years of age, with no previous tenancy experience, and is unable to provide suitable rental references as required, the WFN Housing Department may recommend a probationary period for a fixed term of six (6) months, which will include monthly inspections of the WFN Rental Housing Unit. After the probationary period is completed, the WFN Housing Department will, at its sole discretion, determine if further monitoring is necessary.
- d) In the event that there is no applicant on the WFN Rental Housing wait list that suits an available unit, the unit will remain vacant.
- e) Applicants must update waitlisted applications by the defined expiration date March 31st of each year. All applications not updated will be deemed inactive and the applicant will have to reapply.

6.3 Notification of Successful Application

- a) The WFN Housing Department will notify the successful applicant in writing of an offer to rent. This notification must include:
 - i. The address, number of rooms, and rental rate of the WFN Rental Housing Unit;
 - ii. The date the applicant must confirm acceptance or decline the offer to rent;
 - iii. The dates available for the applicant to schedule an orientation meeting with the WFN Housing Department; and

- iv. Information on how to obtain and view the WFN Residential Premises Law No. 2008-03, its regulations and all other applicable WFN Laws.
- b) If the applicant fails to respond to a notification of offer to rent within the time specified, the applicant is deemed to have refused the offer and the WFN Housing Department may re-allocate the WFN Rental Housing Unit.
- c) If the applicant declines the offer to rent, the applicant can request to remain on the WFN Rental Housing waitlist.

7. OCCUPANCY

7.1 Rental Units

- a) Before occupying a WFN Rental Housing Unit, a prospective Tenant must attend an orientation meeting with the WFN Housing Department in order to:
 - i. Review and execute the Residential Tenancy Agreement or Lease to Purchase Agreement, and any Addendums thereto;
 - ii. Familiarize the Tenant with the WFN Residential Premises Law No. 2008-03, its regulations and other applicable laws;
 - iii. Obtain WFN approval for those individuals who will reside in the WFN Rental Housing Unit ("Authorized Occupants");
 - iv. Obtain WFN approval for keeping pets in the WFN Rental Housing Unit;
 - v. Arrange for a Move-In Condition Assessment and distribute keys; and
 - vi. Agree to participate in a Basic Home Maintenance workshop, as offered by the WFN Housing Department from time to time.
- b) After a Residential Tenancy Agreement or Lease to Purchase Agreement has been signed, the WFN Housing Department will:
 - i. Provide the Tenant with a copy of the signed Residential Tenancy Agreement or Lease to Purchase Agreement; and
 - ii. Securely file the original copy of the signed Residential Tenancy Agreement or Lease to Purchase Agreement in the Tenant's file with the WFN Housing Department.
- c) The WFN Housing Department will review Residential Tenancy Agreements and Lease to Purchase Agreements annually, prior to March 31st of each year, to update any changes to Tenant information, Authorized Occupants, or household composition.

7.2 Lease to Purchase

A Member allocated a Lease to Purchase WFN Rental Housing Unit by the WFN Allotment Commission has the option to purchase that unit, in accordance with the terms and conditions of the Lease to Purchase Agreement. Upon the completion of the term indicated in the Lease to Purchase Agreement, and provided the Member has met all terms and conditions therein, WFN will transfer ownership of the subject property, including the Certificate of Possession, to the Member. In all other respects, the relationship between that Member and the Westbank First Nation in respect of a Lease to Purchase Agreement is that of landlord and tenant until amortization.

8. OCCUPANCY STANDARDS

8.1 Authorized Occupants

- a) An individual is considered a guest if they reside in a WFN Rental Housing Unit for ten (10) days or less (a "Guest") .
- b) A Guest who resides in a WFN Rental Housing Unit for more than ten (10) days consecutive days, and who is not a Tenant, must be approved by the WFN Housing Department as an Authorized Occupant.
- c) An Authorized Occupant is not a Tenant, as named on the Residential Tenancy Agreement or Lease to Purchase Agreement, but must comply with the terms and conditions of the Residential Tenancy Agreement or Lease to Purchase Agreement, the WFN Residential Premises Law No. 2008-03, its regulations and all applicable laws.
- d) The WFN Housing Department may refuse to approve an Authorized Occupant based on the following criteria:
 - i. Where such approval would result in overcrowding or failure to comply with the National Occupancy Standards;
 - ii. The person is known to be involved in criminal activity within the last three (3) years, including but is not limited to, possession of drugs for the purpose of trafficking, solicitation (sex trade workers and related nuisance activity), street gangs, assault or threatened assault, and unlawful use of firearms; and
 - iii. It is understood that, unless otherwise provided by law, proof of any of the above listed criminal activity shall not require a conviction, but shall only require sufficient evidence to reasonably conclude that the criminal activity has occurred.

8.2 Tenant Responsibility of Authorized Occupants and Guests

- a) The Tenant is responsible for the actions of Authorized Occupants and Guests including any conduct that results in damage to the WFN Rental Housing Unit, or is otherwise in violation of the Residential Tenancy Agreement or Lease to Purchase Agreement, the WFN Residential Premises Law No. 2008-03, its regulations and any other applicable laws.
- b) A single violation or non-compliance by an Authorized Occupant or Guest of any requirement under this section could result in the issuance of a Notice to End Tenancy.

9. ANNUAL TENANCY REVIEW

The WFN Housing Department will conduct annual reviews of the Residential Tenancy Agreements and Lease to Purchase Agreements by March 31st of every year. The purpose of the annual tenancy review is to:

- a) Review the Residential Tenancy Agreement or Lease to Purchase Agreement;
- b) Review any housing issues or concerns that may have occurred the past year (ie: complaints, unpaid rent, etc.);
- c) Confirm household composition; and
- d) Where units are rented to non-Member parents or guardians of Member children, confirm that the Member-child is still living in the WFN Rental Housing Unit.

10. RENT RATES

10.1 Rental Rates

WFN Council approves affordable rent rates for its Rental Housing Program with any adjustments to rates being implemented by the WFN Housing Department at the annual tenancy review on March 31st of each year.

10.2 Subsidized Rent Rate

Members may submit application to the WFN Housing Department to have their rental rate subsidized and reduced to two hundred dollars (\$200.00) per month, if they meet the following criteria:

- a) The Member is living on a fixed income;
- b) The Member can provide proof or receipt of either of the following:
 - i. Canada Pension Plan or Old Age Security payments which represent a minimum of 75% of the renter's total income; or
 - ii. Benefits collection as a person with a Disability or a person with Persistent Multiple Barriers to Work under Provincial or Federal legislation.

The Tenant is responsible to notify the WFN Housing Department of any changes to their income or living arrangements that may affect their qualifications for subsidized rental housing rates. Should the Tenant no longer require, or no longer be eligible for, subsidized housing rental rates, the reduced rate will cease the month following such a determination.

11. ARREARS

11.1 Arrears

The failure of a Tenant to pay rent on the first (1st) day of each month ("Rent") will result in the Rent for that month being deemed to have gone into arrears ("Arrears").

11.2 Reminder of Rent

The WFN Housing Department will deliver to the Tenant, on the twenty-fifth (25th) day of each month, or first working day thereafter, a written reminder of Rent being due on the first (1st) day of the coming month. The reminder will state:

- a) The amount of Rent due; and
- b) That the notice is a reminder of rent in accordance to the Residential Tenancy Agreement or the Lease to Purchase Agreement.

11.3 Notice of Arrears

The WFN Housing Department will deliver to the Tenant, a written Notice of Past Due Rent (a copy of which is attached as Schedule B) on the fifth (5th) working day of the month, as a reminder of a missed rental payment. The Notice of Past Due Rent will state:

- a) The amount of the Arrears;
- b) That the Tenant has five (5) days from the date of the notice to contact the WFN Housing Department to make arrangements to pay the Arrears in full, or enter into a an agreement to repay those outstanding funds acceptable to the WFN Housing Department ("Repayment Agreement");

- c) That if the Tenant fails to contact the WFN Housing Department within the time provided, and/or fails to successfully negotiate a Repayment Agreement or to pay the Arrears in full, that it may result in the issuance of a Notice to End Tenancy.

11.4 Repayment Agreement

- a) The purpose of a Repayment Agreement is to assist a Tenant in repaying an outstanding debt in a timely manner that is manageable to the Tenant.
- b) The WFN Housing Department will consider the following factors when determining to enter into a Repayment Agreement:
 - i. The amount of the Arrears;
 - ii. The income of the Tenant;
 - iii. Whether the Tenant has a history of acquiring Arrears;
 - iv. Whether the Tenant held previous Repayment Agreements, and if they honored; and
 - v. Any other relevant information.
- c) A Tenant who enters into a Repayment Agreement is still obligated to keep current on Rent, in accordance to the Residential Tenancy Agreement or Lease to Purchase Agreement, while concurrently making payments towards the Repayment Agreement.
- d) Failure to honor a Repayment Agreement may result in the issuance of a Notice to End Tenancy.

11.5 Repeated Late Payments

- a) Where a Tenant is frequently pays Rent after the time on which it was due, the WFN Housing Department will, after the second (2nd) such occurrence, schedule a meeting with the Tenant to review their payment responsibilities and the consequences of failing to meet those terms.
- b) The WFN Housing Department shall provide written confirmation to the Tenant that, if there is a third (3rd) instance where the Rent payment is late and/or not made as agreed, such violation will result in the WFN Housing Department submitting a recommendation to end tenancy to senior management.
- c) A Tenant who is frequently late in their payment of Rent will have a notation made on their file and the issue will be reviewed at the March 31st annual tenancy review.

12. MARITAL BREAKDOWN

- a) If there is a marital breakdown, the determination of which Spouse will retain possession of a WFN Rental Housing Unit will be made in accordance with this regulation, the *WFN Family Property Law 2006-02*, and any applicable order of a court having jurisdiction.
- b) Where both Tenants are Members, they have equal rights to use and occupy the WFN Rental Housing Unit, and either Tenant may remain in the unit. The remaining Tenant shall advise the WFN Housing Department of the change in occupancy and the WFN Housing Department shall amend the Tenancy Agreement or Lease to Purchase Agreement and update the Tenant file.
- c) Where one Tenant is a Member and the Spouse is not, the tenancy will remain with the WFN Member.

- d) If there are minor children of the relationship who are Members, the primary concern is in the best interest of the children. Such a circumstance may result in the granting temporary occupancy rights to a Non-Member Spouse who has primary custody of the Member children, until the children reach age of majority.

13. DEATH OF A TENANT

13.1 Rental Housing

- a) A Tenant of a WFN Rental Housing Unit under a Residential Tenancy Agreement cannot bequeath any interest or right in the rental unit to any other person upon their death.
- b) Where there is a death of a Member-Tenant, the Residential Tenancy Agreement is terminated and WFN will recover possession of the WFN Rental Housing Unit, except for the following special circumstances:
 - i. If the surviving Spouse is a Member and meet the WFN Housing Program eligibility requirements, they may be permitted to retain possession of the WFN Rental Housing Unit. In this circumstance, the WFN Housing Department will amend the Residential Tenancy Agreement to list the surviving Member as the sole Tenant and update the Tenant file accordingly.
 - ii. If the surviving Spouse is not eligible to remain as the sole Tenant of the WFN Rental Housing Unit, and the tenancy has been longer than a period of three (3) years, WFN agrees to grant the surviving Spouse a six (6) month grace period from the date of the death of the Member, during which time the surviving Spouse may occupy the WFN Rental Housing Unit provided the conditions of the Residential Tenancy Agreement continue to be met. After the expiration of the six (6) month grace period, the Residential Tenancy Agreement will be terminated, WFN will recover possession of the WFN Rental Housing Unit and may reallocate the same, in accordance with the processes outlined in this regulation.
 - iii. If there are minor Member children of the deceased and a non-Member Spouse residing in the WFN Rental Housing Unit, the non-Member Spouse may be permitted to maintain the tenancy on behalf of the WFN Member children until the children reach age of majority.

13.2 Lease to Purchase

- a) Where there is a death of a Tenant during the term of the Lease to Purchase Agreement, and before the loan or mortgage has been discharged, WFN agrees to recognize the intent of the Lease to Purchase Agreement by considering the deceased Tenant's wishes in respect of their heirs.
- b) Where both Spouses are Members, and upon the death of one of the them, the surviving Member-Tenant will be deemed a Tenant under the Lease to Purchase Agreement, with equal rights to the Lease to Purchase subject property.
- c) Should the Lease to Purchase Agreement have been in place for less than ten (10) years, the subject property will not form part of the deceased Tenant's estate and must be vacated within sixty (60) days of the death of the Tenant. Any financial interest that may have been accrued by the deceased Tenant in relation to the subject property will

be reviewed on a case-by-case basis, and a determination will be made by WFN Council as to how it will be addressed.

- d) Should the Lease to Purchase Agreement have been in place for ten (10) years or greater, and should there be a last will and testament completed by the deceased Tenant naming a beneficiary to the interest held by the deceased Tenant under the Lease to Purchase Agreement, the beneficiary may make application to the WFN Housing Department to acquire the subject property. If the beneficiary is eligible to be a Tenant of the subject property under a Lease to Purchase Agreement, WFN may allocate the subject property to the beneficiary under a new Lease to Purchase Agreement. The beneficiary can also opt to buy out the Lease to Purchase Agreement, by paying out the remaining mortgage balance.
- e) Where there is no next of kin or a beneficiary named that is eligible to take over the deceased Tenant's Lease to Purchase Agreement, the subject property will remain WFN property and be placed for re-allotment by the WFN Allotment Commission. The WFN Housing Department will provide written notice to the deceased Tenant's family and estate providing thirty (30) days' to remove personal property from the home.

13.3 Outstanding Arrears and Housing Debts

If the deceased Tenant was in Arrears or otherwise in debt to WFN for housing-related charges, the estate of the deceased Tenant will acquire the debt, and WFN may file a claim against the estate of the deceased Tenant for repayment of the monies owed.

14. HOME-BASED BUSINESSES

- a) Home-based businesses, where the services offered are provided from the WFN Rental Housing Unit, are not permitted in WFN Rental Housing Units.
- b) Violation of this section could result in the issuance of a Notice to End Tenancy.

15. PETS AND ANIMAL CONTROL

15.1 Pets in a Rental Unit

Tenants must have prior written approval of the WFN Housing Department to keep pets in a WFN Rental Housing Unit. The *Guide Dog and Service Dog Act* SBC 2015, c17 s13 applies to WFN Rental Housing Units, and the WFN Housing Department will act in accordance.

15.2 Authorizing Pets

- a) Only one pet is permitted, with written approval, per rental unit.
- b) Approved pets may not exceed five (5) kilograms and must not exceed thirty (30) cm in height.
- c) The Tenant shall submit a Pet Request Form (attached hereto as Schedule C) to the WFN Housing Department for approval.
- d) As part of the approval process, the Tenant and the WFN Housing Department will conduct a condition assessment of the WFN Rental Housing Unit, to confirm the condition of the unit prior to housing the pet.
- e) Upon approval, the Tenant will complete a Pet Tenancy Addendum to Residential Tenancy Agreement (attached hereto as Schedule D) and shall provide a pet damage deposit equal to one (1) months' rent.

15.3 Tenant Responsibilities for the Pet

- a) The Tenant is responsible for all damages to the WFN Rental Housing Unit caused by the approved pet.
- b) The Tenant must ensure that the approved pet has a valid WFN Pet License, in addition to any other tags required by law, and that the approved pet wears the tags at all times.
- c) The Tenant must not allow the approved pet outside the WFN Rental Housing Unit unless the approved pet is on a leash and under control.
- d) The Tenant must not tie-up or chain the approved pet outside or allow the approved pet to enter any playground area.
- e) The Tenant must keep the WFN Rental Housing Unit and surrounding area free of pet odours, insect infestation, pet waste, and litter.
- f) The Tenant must not alter or modify the unit or property to accommodate the approved pet.
- g) The Tenant must ensure that the rights of their neighbours to peaceful and quiet enjoyment, health, and/or safety are not infringed upon or diminished by the Tenant keeping an approved pet.
- h) Any violation of this section constitutes a violation of the Pet Tenancy Addendum to Residential Tenancy Agreement and the Residential Tenancy Agreement, is grounds to revoke the approval to keep the pet in the WFN Rental Housing Unit, and could result in the issuance of a Notice to End Tenancy.

16. SUBLETTING

WFN does not allow subletting of WFN Rental Housing Units.

17. INSURANCE

- a) WFN will maintain property and fire insurance for all WFN Rental Housing Units so long as WFN retains ownership.
- b) Tenants are encouraged to purchase and maintain contents insurance to cover their personal property and are solely responsible for doing so. Damage or loss of the Tenant's personal property is not covered under WFN's insurance policies.
- c) The Tenant will not do, or permit to be done, anything that may render void, or which may conflict with the requirements of, any insurance policy carried by WFN.
- d) The Tenant is responsible for any losses, costs, or damages incurred by WFN for any conduct that voids an insurance policy carried by WFN.

18. MAINTENANCE AND REPAIRS

18.1 Landlord

- a) The WFN Housing Department will ensure that all maintenance and repair work carried out on WFN Rental Housing Units meets or exceeds the requirements of the *BC Building Code* and any other applicable laws, by-laws, codes, or regulations.
- b) The WFN Housing Department will ensure structural, heating, electrical, and plumbing repair work is carried out by qualified contractors, and that the work is inspected by certified building inspector.
- c) The WFN Housing Department will keep records of all maintenance and repairs carried out on WFN Rental Housing Units, including the reason for the repairs, the date of the repair work, items repaired or replaced, and the associated costs.

18.2 Tenant

- a) A Tenant must immediately report to the WFN Housing Department any required repair or maintenance issues, outside of the minor maintenance agreed as part of the Residential Tenancy Agreement.
- b) The Tenant is responsible for the proper care and storage of any hazardous materials within their homes, yards, and common living areas, in accordance with applicable laws.
- c) The Tenant will not remove any appliances or fixtures from the WFN Rental Housing Unit.
- d) If a Tenant does not comply with the requirements under this section, WFN may seek to resolve the matter directly with the Tenant, may seek a monetary order through arbitration under the WFN Residential Premises Law No. 2008-03, or may serve a Notice to End a Residential Tenancy..

18.3 ALTERATIONS, ADDITIONS AND IMPROVEMENTS

- a) A Tenant wishing to make any alterations, additions, or improvements to a WFN Rental Housing Unit must first obtain written approval from the WFN Housing Department.
- b) Unapproved alterations, additions, or improvements may be subject to removal by the WFN Housing Department at the expense of the Tenant.
- c) Unless otherwise agreed to in writing, WFN is not responsible for the cost of repairs to any unapproved alterations, additions, or improvements.

19. DAMAGE AND VANDALISM

19.1 Damage

When the WFN Housing Department becomes aware of Tenant-caused damage ("Tenant Damage"), or suspects Tenant Damage, has occurred to the WFN Rental Housing Unit, a condition assessment will be initiated and will include an investigation.

19.2 Notice of Tenant Damage

Upon confirmation that there is Tenant Damage, the WFN Housing Department will issue a written notice to the Tenant containing the following information:

- a) the nature and extent of the damage to the WFN Rental Housing Unit;
- b) the determination made by the WFN Housing Department that the damage is Tenant Damage;
- c) the necessary repairs and/or replacements to the WFN Rental Housing Unit;
- d) the estimated costs of any necessary repairs and/or replacements;
- e) the options available to the Tenant to pay for the costs of the repairs and/or replacements, and;
- f) the timeline in which the Tenant must have the repairs and/or replacements completed.

19.3 Vandalism

- a) If a WFN Rental Housing Unit is vandalized, the Tenant must report such damage to the WFN Housing Department, the RCMP, and to WFN Law Enforcement immediately.
- b) When the WFN Housing Department becomes aware of vandalism, or suspects that vandalism has occurred, a condition assessment will be initiated and will include an investigation.
- c) The WFN Housing Department will pay the costs of any necessary repairs and/or replacements to the WFN Rental Housing Unit caused by third party vandalism, provided that the Tenant has:
 - i. reported the break-in and/or vandalism to the WFN Housing Department, the RCMP, and WFN Law Enforcement in a timely manner;
 - ii. filed a police report; and
 - iii. submitted a copy of the police report to the WFN Housing Department.
- d) If the Tenant does not report third party damage to the WFN Housing Department in a timely manner, the Tenant may be solely responsible to pay the costs of that damage.
- e) The WFN Housing Department is not responsible for any damage to the Tenant's personal property caused by a third party.

20. TRANSFER / RELOCATION OF TENANTS

20.1 Landlord Requested Transfer

From time to time, WFN may require a Tenant to transfer to an alternative WFN Rental Housing Unit, due to the following:

- a) Change in the household composition of the Tenant, resulting in a need to conform with the National Occupancy Standards;
- b) As a result of an emergency or unforeseen event, including but not limited to, fire, flood, or earthquake; or
- c) The renovation and/or remodeling of the existing WFN Rental Housing Unit.

Such transfer may be temporary or permanent, as required by circumstances and the availability of alternative housing, and will be decided on a case-by-case basis.

20.2 Tenant Requested Transfer

If a Tenant anticipates that the Tenant's household composition will change, such as an eminent birth, death, or caring for a grandparent,, the Tenant must notify the WFN Housing Department as soon as possible, and may request a transfer to another WFN Rental Housing Unit by submitting a WFN Rental Housing Application and a letter outlining the reasons for the transfer request.

20.3 Authorization for Tenant Transfer

When a transfer is approved, the previous Residential Tenancy Agreement is terminated and the Tenant will be required to enter into a new Residential Tenancy Agreement for the new WFN Rental Housing Unit.

21. ABSENCES AND ABANDONMENT

21.1 Extended Absences

If a Tenant will be absent from a WFN Rental Housing Unit for longer than thirty (30) days, the Tenant must provide written notice to the WFN Housing Department.

The WFN Housing Department may approve a request for an absence exceeding thirty (30) days, but not longer than one (1) year, provided the request is made, with supporting documentation, for either medical or educational purposes.

During an authorized extended absence:

- a) The Tenant must continue to meet their obligations under their Residential Tenancy Agreement or Lease to Purchase Agreement..
- b) The WFN Housing Department will monitor the WFN Rental Housing Unit and will perform routine preventative maintenance.

21.2 Abandoned WFN Rental Housing Units

The WFN Housing Department may deem a WFN Rental Housing Unit to be abandoned and take possession the same if:

- a) the Tenant is absent for thirty (30) days or more, without written notification and approval of the WFN Housing Department;
- b) Rent and/or utility payments for the WFN Rental Housing Unit are not paid, resulting in arrears and disconnection;

- c) Where the WFN Housing Department has been unable to contact the Tenant; and
- d) The Tenant has failed to respond to a written notice from the WFN Housing Department within the time period referenced on the written notice.

Any cost incurred by WFN to secure and protect the asset, or to remove the Tenant's personal belongings, as a result of the Tenant's abandonment of the WFN Rental Housing Unit, will be a debt owed by the Tenant to WFN.

22. VEHICLES AND PARKING

22.1 Vehicles

- a) No more than two (2) vehicles are permitted to regularly park at the WFN Rental Housing Unit (the "Permitted Vehicles").
- b) The Permitted Vehicles must be in working condition and insured;
- c) The WFN Housing Department may at any time request proof of insurance for any Permitted Vehicle.
- d) Travel trailers, horse trailers, and recreational vehicles are not permitted.

22.2 Parking

Guest parking is available in designated Guest Parking locations and can be used for up to three (3) consecutive days and nights. Any Guest Parking required that exceeds three (3) days and nights requires the written consent of the WFN Housing Department. Long-term Guest Parking is not permitted.