



# Kwanlin Dün First Nation Housing Rental Policy

<b>Initial Approval Date:</b> March 14, 2016	<b>Revised Date:</b> July 10, 2018, August 2, 2018, June 10, 2021
<b>Legislative Authority:</b> KDFN Constitution	<b>Policy Authority:</b> OIC-2021-22
<b>Administrative Authority:</b> Community Services	

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## Section 1 Introduction

### STATEMENT OF POLICY

1. The Kwanlin Dün First Nation (KDFN) provides safe and affordable rental housing to KDFN citizens, subject to availability. KDFN is committed to a fair and transparent process of allocating and maintaining units as well as working with tenants and other KDFN departments to resolve issues and concerns quickly, fairly and appropriately. KDFN houses are the property of the First Nation. The tenant does not own the property.
2. The terms and conditions outlined in this policy comply with the provisions of the *Residential Landlord and Tenant Act (Yukon)*. Where there is a discrepancy between this policy and the act, the act will prevail.

### PURPOSE OF THE HOUSING POLICY

3. The purpose of the housing rental policy is to:
  - a. guide the ongoing management of KDFN rental housing,
  - b. identify eligibility requirements to rent KDFN housing,
  - c. ensure that rental housing is allocated in a fair and equitable manner,
  - d. protect KDFN’s investment in community housing by protecting and extending the life of rental housing through appropriate and quality maintenance, repair, inspection, and insurance,
  - e. establish the rights and responsibilities of Community Services and the tenants, and

## KEY RESULTS - WHY DOES 'GOOD HOUSING' MATTER?

4. Safe, quality and affordable rental housing and having a place to call 'home' can positively affect KDFN citizens and their families. This policy supports the following key results:
  - a. Rental properties are safe, affordable and effectively maintained to ensure that they meet and those standards contained in the regulations to the *Residential Landlord and Tenant Act*.
  - b. KDFN citizens live together in a vibrant and proud community that reflects and supports KDFN culture, values and traditions.
  - c. Residential communities are safe, clean and healthy.
  - d. Tenants receive excellent customer service from the Department of Community Services.

## PRINCIPLES, VALUES, AND STRATEGIES

6. The principles and values that guide KDFN's approach to rental housing are:
  - a. The safety of tenants and staff is a priority.
  - b. Decisions about housing are fair, without family influence or political decision making.
  - c. Community Services handles breaches of the policy with a view to resolving the issues with fairness and compassion. Evictions are as a last resort once all other options have been exhausted.
  - d. Wherever possible, repairs and renovations use KDFN resources in order to generate economic benefits and training opportunities to the KDFN community.
  - e. Building, renovating and maintaining good rental housing has a cost - it is not 'free'. Rent helps maintain the financial viability of the program, and is a condition of renting a KDFN home.
  - f. Where practical, Community Services works with other departments to case manage situations where a tenant requires other services to maintain good housing standards.

## DEFINITIONS

**Act** means the *Yukon Residential Landlord and Tenant Act and Regulations* or successor.

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

**Citizen** means a person who is enrolled as a Citizen under Chapter 2 of the *Constitution of KDFN First Nation*.

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

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

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

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

**Household** means all permanent occupants of a rental housing unit.

**Housing Allocation Committee** means the committee established by Council to make decisions on allocating KDFN rental housing.

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

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

## **RESPONSIBILITIES**

### **Council**

7. Council is responsible for:
  - a. approving all budgets related to the delivery and administration of housing programs and services,
  - b. approving major changes in policy as recommended by Community Services,
  - c. supporting enforcement of the housing policy,
  - d. establishing the Housing Allocations Committee, approving its terms of reference, and appointing members for five-year terms.
8. Council is not responsible for allocating houses, and will not hear appeals or disputes.

### **Housing Allocation Committee**

9. The Housing Allocation Committee (HAC) is responsible for allocating rental housing units, according to the criteria outlined in this policy. The HAC consists of three KDFN citizens, two non-citizens, the Tenant Relations Officer and a member of Council. The member of Council is ex-officio who does not have voting privileges or influence over HAC decisions.

### **Department of Community Services**

10. The responsibilities of Community Services are to:
  - a. administer the KDFN rental housing program in a fair and viable manner in accordance with applicable policies and legislation, and KDFN cultural values,
  - b. maintain and recommend changes to this policy, as needed,
  - c. monitor the effectiveness of all housing policies and programs,
  - d. review housing goals and priorities annually,
  - e. process housing applications and forward them to the HAC for decisions,
  - f. provide secretariat support to the HAC, including agenda preparation, recording and distributing minutes, reporting decisions, providing application information and following up on action items,
  - g. prioritize and oversee repairs, renovations and maintenance in a cost-effective manner,
  - h. maintain records relating to tenancy, applications and allocations, finances, and housing construction, renovations, repairs, and maintenance,
  - i. prepare an annual budget and other reports required by Council,
  - j. plan and carry out community meetings on housing programs or services,
  - k. help tenants understand and carry out their responsibilities,
  - l. collect rents and issue receipts,

- m. collect arrears from tenants with legal reinforcement, as necessary,
- n. report suspicious or illegal activities to the proper authorities (KDFN Community Safety Officers, SCAN, Family and Children's Services or the RCMP),
- o. deliver municipal services including water, sewer, chimney cleaning, and garbage removal, and
- p. work with tenants who are in arrears to resolve the issue, with assistance from other KDFN departments when necessary.

## Tenants

11. Tenants are subject to the rights, responsibilities and obligations set out in the tenancy agreement. Responsibilities of tenants are to:
- a. sign and fulfill a tenancy agreement,
  - b. set up or transfer utility services such as electricity at the beginning of tenancy,
  - c. pay a fee each time the tenant or family member locks themselves out of their rental unit and requires assistance,
  - d. pay rent in full and on time,
  - e. be responsible for damage and excessive noise caused by themselves, their guests, pets or other occupants living in the unit,
  - f. immediately report any accident, break or defect in water, heating or electrical systems and report other repairs that are required to Community Services,
  - g. keep the unit and property free of health and safety hazards, including wrecked and abandoned vehicles and machinery, and carry out the day-to-day upkeep,
  - h. not make alterations to the rental home before obtaining written consent of the Tenant Relations Officer,
  - i. pay costs to repair tenant damage,
  - j. comply with all health, fire, safety regulations of Yukon, the *Criminal Code of Canada*, and City of Whitehorse bylaws,
  - k. arrange to have someone house-sit or monitor the rental unit daily if away for more than 48 hours from October 1 to March 31, or for more than 7 days from April 1 to September 30<sup>th</sup>,
  - l. inform Community Services of all planned absences of two weeks or more from the unit,
  - m. ensure that all standard utilities (electrical services, fuel oil tank, water, heat, etc.) are operational at all times,
  - n. inform Community Services of any change to personal and emergency contact information,
  - o. contact Community Services to add any additional people living in the house for a period of more than one month,
  - p. consider family interventions to assist with family issues such as relatives moving into the home uninvited,
  - q. seek permission from Community Services to run a home-based business from the rental property, and obtain the appropriate business license from the City of Whitehorse,
  - r. not leave children under the age of 18 years unattended for extended periods of time.

## **INTERDEPARTMENTAL CASE MANAGEMENT APPROACH**

12. Community Services may need to work with other KDFN departments (such as Justice, Social Assistance and Health) to meet the needs of rental housing tenants. KDFN commits to using a holistic case management approach to address the financial, social, health and wellness concerns of its tenants on a case by-case basis. Compassion and the well-being of the citizens are priorities.

## **EXCEPTIONAL CIRCUMSTANCES**

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

## **AMENDMENTS TO THE HOUSING RENTAL POLICY**

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

## **HOUSING ELIGIBILITY**

15. To be eligible for a rental unit when one becomes available, an applicant must meet the following criteria:
  - a. be a KDFN citizen, or
  - b. be a primary care-giver of a KDFN citizen who is under 18 years of age,
  - c. be a tenant of only one KDFN rental housing unit,
  - d. must not own their own home,
  - e. be 18 years of age or older, or if applying for an Elder's residence, must be at least 60 years of age,
  - f. provide full disclosure of all potential tenants including "no contact orders" that are in place and notify KDFN Justice of the situation.
  - g. provide confirmation of annual household income (e.g., Canada Revenue Agency notice of assessment) for all individuals 18 years of age and older who will be living in the rental unit,
  - h. be in good standing with ATCO Electric Yukon and able to obtain an electrical hook-up, confirmed in writing,
  - i. not be in arrears or have outstanding money owing to KDFN, or be in a repayment agreement with KDFN.
  - j. able to provide at least one satisfactory rental reference from a recent landlord or character reference from a reliable source (i.e., an employer).
  - k. able to demonstrate (through a bank account statement or other means) that they can provide the first month's rent and the security deposit (equal to one month's rent) at the time the tenancy agreement is signed.
  - l. Not have been evicted for reasons of damage, disruption, illegal activity, or other reasons listed in section 52 of the Act within the previous two years.

## **REPAYMENT AGREEMENTS AS A CONDITION OF APPLICATION**

16. Individuals who owe arrears must have a repayment agreement in order to be eligible for a rental unit.

17. Repayment agreements will be consistent with the guidelines in sections 67 to 72 (Arrears Repayment Agreement), with the following exception:
  - a. Instead of making a 25% lump sum payment, individuals may make payments in installments. When 25% of the arrears has been paid, and a repayment agreement is in place, the individual may be eligible for a unit.

## *Section 2 The Application Process*

18. KDFN is committed to a fair and transparent application process.

### **MAKING AN APPLICATION**

19. Applications for rental housing are accepted year-round.
20. Applications must be submitted in person to the Community Services office, stamped with a received date and recorded in a housing application log.
21. Applicants must meet with the Tenant Relations Officer, who will review the application to ensure all required information has been provided and explain the points rating system. If the required information is not provided, the applicant will be asked to resubmit the application once the information is available.
22. Applicants must identify the number of bedrooms required, and the rationale, as this is a key aspect of the housing allocation decision.
23. If an applicant fails to provide full disclosure, they will be required to resubmit the application with the proper and full information before their application can be processed.
24. At the time the application is submitted, the Tenant Relations Officer will confirm applicants meet the eligibility requirements (Level 1 Review).

### **APPLICATION RENEWAL**

25. Community Services shall keep an eligible application active for one year from the date of receipt.
26. Applicants on the waiting list must contact the Tenant Relations Officer to renew their applications every year, which includes providing their most recent Notice of Assessment from the Canada Revenue Agency.
27. Applications not renewed before the end of the calendar year shall be removed from the waiting list.
28. Applicants should update the information on their applications as their situation changes.

### **LEVEL 1 REVIEW - DETERMINATION OF ELIGIBILITY**

29. The Tenant Relations Officer will review an application for completeness and confirm whether an applicant meets the eligibility requirements.
  - a. The Tenant Relations Officer will check with the KDFN Justice Department to determine if the applicant has criminal offences relating to property damage, offences relating to matters that affect community safety or child welfare issues.
30. If the eligibility requirements are met, the Tenant Relations Officer will advise the applicant in writing that the application will be forwarded to the Housing Allocations Committee for a decision.

31. If the applicant is deemed ineligible, they are notified by phone and by follow-up letter that they may appeal the decision as set out in this policy and the Act.

#### **LEVEL 2 REVIEW - DETERMINATION OF PRIORITY**

32. Community Services will review each application and use a point scoring system to determine the priority of each application.
33. Applications are sorted into three categories: single unit, two bedrooms and three (or more) bedrooms.
34. Priority is based on a number of factors including whether an applicant
  - a. is a victim of violence or abuse (as evidenced by court or affidavits from relevant agencies),
  - b. is elderly or disabled (as evidenced by appropriate documentation where necessary),
  - c. is a single parent household
  - d. currently lives in unsuitable accommodations,
  - e. is homeless
  - f. is in an emergency situation (i.e., vacated from home due to fire or event outside the individual's control),
  - g. is a young adult who has recently been in the care system,
  - h. is low income,
  - i. owes arrears or has an approved repayment plan
  - j. has been on the waiting list (the longer the applicant is on the list, the higher the priority), and
  - k. has not been evicted from a property under the Safer Community and Neighbourhoods Act (SCAN)
  - l. has previously been evicted for damage, disruption, illegal activity, or other reasons specified in section 52 of the Act.
35. The Tenant Relations Officer may interview the applicant to discuss the application and obtain additional information if necessary.

#### **HOUSING ALLOCATION COMMITTEE**

36. When a unit becomes available, the Housing Allocations Committee reviews the priority rating forms for the unit size, and any other information available (i.e., letters from the applicant, criminal record checks, letters from the Justice department or from the Tenant Relations Officer) to make a decision.
37. The Housing Allocation Committee is not bound to make a decision based solely on the priority rating forms. It has sole discretion in awarding housing to applicants on whatever criteria it deems fit to consider, provided that such decision is fair given the circumstances.
38. Applicants not selected may not appeal housing decisions to Council.

#### **AWARDING A UNIT**

39. After Community Services offers an applicant a unit, the applicant has five working days to confirm acceptance of the unit and arrange to sign the required documentation.
40. If the applicant fails to confirm acceptance within five working days, the offer will expire and the application will not return to the waiting list.
41. If the applicant is away or unable to respond to the letter within the five working days due to vacation or other circumstances, Community Services may return the application to the waiting list.

42. If an applicant rejects an offer of a rental unit, their application will be returned to the waiting list. The date of application will be amended to the date the offer was rejected, and a note will be placed on file.

### *Section 3 The Tenancy Agreement*

#### **INTRODUCTION**

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

#### **SIGNING THE TENANCY AGREEMENT**

44. Once the applicant has accepted the offer of a rental unit, and prior to tenancy, the Tenant Relations Officer will meet with the tenant to explain all aspects of the rental program and explain the tenancy agreement, outlining the responsibilities of Community Services, tenant responsibilities, charges payable by the tenant and consequences for breaching the agreement or rental housing policy). A record of this meeting will be retained in the tenant's file.
45. All individuals who will reside in the unit must be listed on the agreement. There must be full disclosure of all potential tenants including "no contact orders" that are in place.
46. The agreement must be signed by the tenant and any co-tenants prior to occupancy.
47. Community Services will provide the tenant with a copy of the agreement, the rental program tenant handbook, this policy, and if requested, applicable bylaws, rules, or regulations.

#### **RENEWAL OF TENANCIES**

48. Community Services will review tenancies annually.

#### **SECURITY DEPOSIT AND RENT**

49. The tenant must provide a security deposit equal to one month's rent against possible debt or damage to the unit caused during the tenancy (*Residential Landlord and Tenant Act (Yukon) s. 17(1)(b)*) when the tenancy agreement is signed.
50. Unless Community Services retains the security deposit pursuant to the *Residential Landlord and Tenant Act* for reason of damage or arrears, Community Services will repay the security interest plus prescribed interest within 15 days of the tenant vacating the property. The interest rate is payable in accordance with the *Residential Landlord and Tenant Act (Yukon)*.

### *Section 4 Rent & Rental Arrears*

#### **RENTAL RATES**

51. Rental rates may be reviewed by the Community Services in consultation with Council, or by a committee, task force, or any other method decided by Council.

#### **RENT PAYMENT**

52. Rent is due on the first day of each month to Community Services.
53. Once a year, Community Services will provide each tenant with a written statement of account confirming payments received and/or payable for the previous calendar year.

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

54. Income Assistance may pay rent, exclusive of utilities and services, directly to Community Services.

### **Methods of Payment**

55. Cash, money order, personal cheque or direct deposit
  - a. Tenants may pay rent by money order, personal cheque, or direct deposit to KDFN.
  - b. If a payment is made by personal cheque and is returned by the bank as non-sufficient funds (NSF) more than once in a calendar year, KDFN will discontinue accepting personal cheques from that tenant.
  - c. If KDFN is charged a fee for the NSF cheque, KDFN will recover the cost by charging the amount of that fee to the tenant's rental account.
56. Payroll Deduction
  - a. If a tenant is an employee of KDFN, either full-time, part-time, contract, honoraria, or seasonal, the tenant will enter into a payroll deduction agreement with KDFN to have the rent payment deducted from their pay. Monies deducted from payroll on behalf of a tenant for rent are detailed on each pay stub.
57. Visa, debit, or e-transfer
  - a. A tenant may pay rent using Visa, e-transfer or debit cards in person or online. A receipt will be issued to the tenant at the time the payment is made.

### **OTHER HOUSING CHARGES**

58. Tenants are responsible for paying for electricity, heat, telephone, cable and any other services or amenities the tenant subscribes to or installs, unless otherwise indicated in the tenancy agreement.
59. KDFN is not responsible for unpaid or terminated services. KDFN will charge the tenant for damage to the rental unit caused by unpaid or terminated services (such as no heat, electricity, etc.)

### **RENTAL ARREARS**

60. Rent not paid on or before the first day of each month is in arrears.
61. KDFN recognizes that periodically a tenant may not be able to pay their rent on time due to unforeseen circumstances. In these instances, the tenant must immediately call the Tenant Relations Officer to explain the situation and work out a repayment schedule to suspend arrears procedures.
62. Community Services will keep a record of all contact (i.e., including telephone calls, in-person visits, copies of electronic or written notices and correspondence) with the tenant on the tenant file.
63. On the 5<sup>th</sup> working day of the month after non-payment of rent, Community Services will issue a first notice to the tenant.
  - a. The first notice will remind the tenant that the account is in arrears and that they must pay their rent in full, or meet with Community Services to enter into a written agreement to repay the amount owed and the consequences of failing to pay the arrears. The Tenant Relations Officer will contact the tenant in an effort to resolve the arrears.

64. On the 10<sup>th</sup> working day of the month, if the tenant in arrears has failed to contact Community Services, Community Services will issue a second notice to the tenants.
  - a. The Tenant Relations Officer will contact the tenant by phone and/or visit the tenant's rental unit.
65. On last calendar day of the month, if the tenant has neither paid the arrears in full nor entered into a repayment agreement, Community Services will issue a third written notice.
  - a. The notice will confirm the tenant has ten working days to pay the arrears in full or to meet with Community Services and enter into a written repayment agreement.
  - b. The notice will confirm that failing to repay the arrears in full or enter into a repayment agreement will result in Community Services issuing a notice to terminate tenancy due to a non-payment of rent and or to implement collection processes.
66. Ten days after the third and final notices, if the tenant has failed to respond, Community Services will begin the termination process.

#### **Arrears Repayment Agreement**

67. All tenants with rental arrears, including tenants on income assistance, must be on a repayment schedule.
68. Community Services will work with the tenant to establish an arrears repayment agreement to repay the full amount owed.
  - a. Efforts will be made to not create a financial hardship while also requiring a reasonable contribution towards the debt.
69. The arrears repayment agreement will include the amount of each payment installment and the date the payment is due.
70. The tenant will pay a minimum of 25 percent of the account arrears by cash, money order, certified cheque, or pre-authorized debit on the date the agreement is entered into.
71. The agreement will be signed by the tenant and the Tenant Relations Officer. A copy of the signed agreement will be provided to the tenant and the original will be kept on the tenant's file.
72. If the tenant fails to honour the agreement, collection procedures for rental arrears will start immediately and may be subject to termination as outlined in the tenancy agreement and the *Residential Landlord and Tenants Act (Yukon)*.

#### **Collection Process**

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

#### **RENT INCREASES**

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

#### **PROBATION PERIOD**

75. Tenants will be on probation for the first two years of continuous tenancy in a KDFN rental unit.

76. Failure to comply with the Housing Rental Policy and Tenancy agreement during the probation period will result in thirty (30) days' notice to end the tenancy.
77. Despite any other provision of the policy,
  - a. Rental arrears during the probation period may result in immediate notice of eviction.
  - b. Damage, poor behaviour, and illegal activity during the probation period may result in notice to end the tenancy under section 52 of the Act.
78. Community Services reserves the right to inspect the unit at any time during the probation period with twenty-four (24) hour's written or verbal notice.

### *Section 5 Maintenance, Repairs and Renovations*

79. Community Services works with tenants to keep homes in good condition, and will complete repairs promptly and cost-effectively **depending on the availability of funds.**

#### **TENANT RESPONSIBILITIES**

80. The tenant is responsible for the day-to-day upkeep of the unit and for meeting health, cleanliness and sanitary standards. The tenant is also responsible for minor maintenance, including:
  - a. repairing plugged toilets, sinks and drains,
  - b. replacing light bulbs, fluorescent tubes, light shades and globes,
  - c. replacing or installing weather stripping,
  - d. replacing and tightening hinge screws and door pulls,
  - e. keeping the unit and property free from garbage, debris, and materials that may be a health, safety, or environmental issue, such as junked vehicles, appliances or other equipment,
  - f. immediately informing Community Services if the fire safety equipment in the unit stops working. Replacing batteries remains the responsibility of the tenant,
  - g. immediately reporting any emergency repairs including any break or defect in interior plumbing, heating or electrical systems to Community Services,
  - h. filing a police report and contacting Community Services if damage to the rental unit and/or property has resulted from vandalism or willful damage, and
  - i. exterior care such as yard maintenance and shovelling sidewalks, if the rental unit is a single detached home.
81. The tenant will contact Community Services by phone or in person and notify them of the nature of the maintenance or repairs required.
82. Community Services will complete work in accordance with the priorities outlined in this policy.
83. The tenant will not make any permanent alterations, additions or improvements to the unit, or construct sheds or other types of buildings on the property without prior written approval from Community Services.
  - a. The tenant shall return the unit/property to the same condition it was in when the tenant took occupancy.

- b. If the tenant does not remove the improvement, such improvements are owned by KDFN without compensation to the tenant, unless KDFN removes the improvements which shall be at the cost of the tenant.
  - c. All materials used in alterations will be supplied by the tenant.
  - d. Depending on the type of alteration being done, the tenant will be required to hire and pay for a qualified professional to do the work, ensure the proper building permits are in place, and inspections to finalize the project have taken place in accordance with applicable City of Whitehorse bylaws.
  - e. Additions that are permanently attached to the house, (such as a deck), become part of the house and remain the property of KDFN.
84. The tenant will not alter or replace the locking system on any unit entry door, except in accordance with section 113.
85. KDFN will not accept responsibility for, nor is it obligated to, reimburse the tenant for any maintenance, repairs or renovations that are undertaken by the tenant without prior written authorization from the Tenant Relations Officer.

#### **COMMUNITY SERVICES RESPONSIBILITIES**

86. Community Services is responsible for maintaining the unit and property to ensure compliance with applicable health, safety and housing standards as set out in any regulations.
87. Community Services shall carry out or oversee maintenance and repairs to the unit, including the building structure, heating system, electrical and interior plumbing where either:
- a. the maintenance or repair is required on a component in the home at the time of occupancy,
  - b. the component has reached the end of its serviceable life, or
  - c. the maintenance or repair is related to normal wear and tear.
88. Community Services will not repair damage to the home or replace damaged items that is the result of willful damage or neglect on the part of the tenant, their guests or their pets.

#### **EMERGENCY REPAIRS**

89. An emergency repair is defined as:
- a. an accident, break or defect in interior plumbing, heating or electrical system, or safety feature in any part of the unit,
  - b. anything that presents a hazard to the immediate health or safety of the tenant, or
  - c. anything required to prevent the loss of an essential service or immediate damage to the unit.
90. Community Services provides tenants with a 24-hour emergency contact number.
91. Tenants shall immediately report to Community Services the need for emergency repairs.
92. Community Services will make every reasonable effort to respond within 24 hours of receiving a report.
93. Community Services will inspect and confirm the eligibility and nature of the emergency, and arrange for repair work.
94. If emergency repairs are required as a result of willful damage or neglect, Community Services will seek reimbursement of the cost from the tenant.

## **MAINTENANCE AND REPAIR PROCESS**

### **Work Orders**

95. Tenants will contact Community Services by phone or in person to request maintenance, repairs or renovations.
96. Community Services will enter the request into a data base and generate a work order. The department will confirm the work order and an estimated wait time with the tenant.
97. Community Services will review each request to determine:
  - a. whether an inspection is needed to confirm the eligibility of the work being requested and the materials required, and
  - b. the scope of the maintenance, repair or renovation,
  - c. how to carry out the work.

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

98. Community Services may enter any unit with 24 hours' notice to make repairs.
99. If a tenant refuses entry to Community Services or its contractors, Community Services will charge the tenant the corresponding hourly rate of work.

### **Priority of Work**

100. Community Services will prioritize all work requests as follows:
  - a. Priority 1: emergency repairs and those repairs necessary to meet the minimum standards contained in the Residential Landlord and Tenant Act.
  - b. Priority 2: non-emergency minor repairs or maintenance (costs less than \$2,500) related to health and safety.
  - c. Priority 3: non-emergency minor repairs or maintenance (costs less than \$2,500) for all other items.
  - d. Priority 4: repairing or replacing appliances that are the responsibility of KDFN.
  - e. Priority 5: major repairs (costs greater than \$2,500 but less than \$10,000.)
  - f. Priority 6: renovations (costs greater than \$10,000.)
101. Community Services will track all maintenance and repairs carried out on a unit, including the reason for the maintenance/repairs, the date, the item repaired or replaced and the costs.
102. All significant maintenance, repair and renovation work will be inspected by Community Services and a qualified building inspector.

### **APPLIANCES**

103. Community Services will pay for basic models of appliances (fridges and stoves only) when the current appliance is no longer in good working condition, and basic models of cabinets and fixtures.
  - a. With the written approval of the Tenant Relations Officer, a tenant may upgrade appliances, or replace cabinet(s) or fixture(s) with more expensive models and will be responsible for the cost of the items.
  - b. The tenant will contact the Tenant Relations Officer to have old appliances, fixtures or cabinets picked up and removed.

- c. Community Services will charge the tenant for tipping fees to dispose of items.
- d. If the tenant has purchased their own fridge and or stove, they will be able to take the appliance(s) with them to their next home. However, cabinets or fixtures will remain in the house and becomes the property of KDFN.
- e. Tenants will remove outbuildings prior to vacancy. Remaining structures will become the property of KDFN.

## *Section 6 Municipal Services*

### **GARBAGE COLLECTION**

- 104. KDFN will provide weekly household garbage collection.
- 105. Tenants are responsible for keeping their garbage bins clean and tidy.
- 106. Community Services reserves the right to refuse to collect garbage that is not bagged, contains hazardous materials, or is inaccessible (i.e., blocked by vehicles or snow).
  - a. If Community Services refuses to pick-up garbage, the department will document the reasons and notify tenants. Community Services may charge for recovery of tipping fees if needed.

### **SNOW REMOVAL**

- 107. Tenants in single detached homes are responsible for removing snow, ice, and debris from walkways and driveways in order to provide safe access to utilities and service providers. Services and fuel delivery may be denied if there is not a clear, safe path to the meter or tank.
- 108. Community Services may provide snow removal assistance to tenants who are Elders or disabled.

## *Section 7 Inspections & Tenant Damage*

### **ACCESS TO THE UNIT**

- 109. Community Services may enter a unit if:
  - a. there is an emergency,
  - b. the tenant consents at the time of entry, or not more than 7 days before entry,
  - c. the tenant gives consent to enter for a specific purpose,
  - d. written notice of entry has been provided to tenants at least 24 hours in advance that specifies a reasonable purpose for entering, and the date of time of entry,
  - e. the unit is being shown to prospective tenants once the current tenant has provided notice to terminate the tenancy, or
  - f. there are reasonable grounds to believe that a tenant has abandoned the unit.
- 110. Community Services will assess risk prior to entering a unit.
- 111. Community Services may enter the unit between the hours of 8:00 am and 8:00 pm except in an emergency situation.
- 112. If entering a unit during an emergency, a Community Services representative will be accompanied by a witness (i.e., a member of KDFN administration, or an emergency responder). The tenant shall be notified in writing of the reason for the emergency entry.

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

#### **INSPECTION REPORTS**

114. Inspections are subject to the requirements of the Act.
115. All inspection reports will include:
- a. the general condition of the unit and property,
  - b. the date of the inspection,
  - c. photographs of the unit and property on the date of the inspection, and
  - d. signatures of the inspector and the tenant.

#### **ANNUAL INSPECTIONS**

116. Community Services will inspect units annually using the following procedures:
- a. Community Services will notify the tenant one week in advance to confirm the date, time and purpose of the visit, and confirm by phone the day before the inspection.
  - b. Community Services will prepare a written report on the condition of the unit and the property, repairs and willful damage or neglect on the part of the tenant will be noted. A copy of the inspection report will be placed in the tenant's and the building's file.
  - c. Tenants and Community Services must sign the inspection report. Tenants should be present for inspections.

#### **MOVE-IN INSPECTIONS**

117. The purpose of the move-in inspection is to
- a. Evaluate, confirm, and document the condition of the unit prior to tenant occupancy,
  - b. review operational aspects of the unit (e.g., heating system) with the tenant, and
  - c. answer tenants' questions.
118. Community Services will complete a unit condition inspection report to document the condition of the unit, including deficiencies.
- a. Community Services and the tenant will review and sign the report.
  - b. A copy of the report will be given to the tenant within 14 days of completion and a copy will be placed in the tenant's file.

#### **MOVE OUT INSPECTIONS**

119. The purpose of the move out inspection is to evaluate the condition of the unit and to determine which repairs
- a. are required to return the unit to a condition, and
  - b. are a result of willful damage or neglect on the part of the tenant, their guests or their pets.

#### **TIMING OF INSPECTION**

120. A move-out inspection will be completed by Community Services and the tenant on the day the tenant vacates the unit or on another mutually agreed upon day.
121. **The tenant must be present for the inspection.** If the tenant does not participate, they may lose the right to dispute charges.

122. If the inspection confirms repairs are required as a result of willful damage or neglect by the tenant, Community Services will notify the tenant in writing, of the cost of the repairs.

#### **TENANT DAMAGE**

123. All tenants are responsible for costs to repair damage that is a result of willful damage or neglect by tenants, their guests, and their pets. In such cases the following procedures will apply:
- a. Community Services will do an inspection and prepare a written report to confirm the repairs required as a result of willful damage or neglect. The report will include an estimated cost of labour and materials to carry out the repairs.
  - b. Within five days of receiving the inspection report, Community Services will issue a notice of tenant damage to the tenant confirming the damage and the necessary repairs.
124. Options to repay the cost of repairs include:
- a. use of the security deposit, if the parties both agree to same, with the tenant to top up the security deposit within an agreed upon time, or
  - b. the tenant can pay the cost of repairs in full within 30 days of the date of the notice or,
  - c. enter into a repayment agreement with Community Services. This option will be used if the cost of the damage exceeds the security deposit. When a repayment agreement is signed, the tenant will pay a minimum of 15 percent of the estimated repair costs by cash, money order, certified cheque or preauthorized debit or e-transfer on the date the agreement is signed.
125. If the tenant does not address the repair costs for willful damage or neglect as noted in (a) or (b) above, Community Services will initiate termination procedures in accordance with this policy and the Act. All cases of tenant damage will be recorded in the tenant's file.

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

126. When repairs are required as a result of willful damage or neglect as noted during the move out inspection, Community Services will notify the tenant in writing of the amount of the repairs.
- a. The tenant may use of the security deposit or pay the cost of repairs in full within 15 days of the date of the notice, or enter into a repayment agreement with Community Services.
  - b. Community Services may apply under the Residential Landlord and Tenant Act (Yukon) or applicable KDFN legislation for release of the security deposit to Community Services.
  - c. In the event there are damages to the unit and the tenant fails to give a forwarding address, Community Services will keep the security deposit.
127. If repair costs exceed the security deposit or the tenant does not agree to apply the security deposit to these costs, Community Services shall:
- a. forward written confirmation to the tenant requesting payment of the repair costs,
  - b. hold the security deposit until the repair cost is paid in full,
  - c. note the value of the repair costs as an account owing against the former tenant, and
  - d. pursue collection processes.
128. When a former tenant is charged for the cost of repairs resulting from willful damage or neglect, the former tenant will not qualify for KDFN housing programs until such costs have been repaid in full or where a successful repayment agreement has been in place for at least six consecutive months.

## **DAMAGE DUE TO VANDALISM**

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

## *Section 8 Miscellaneous*

### **EMERGENCY HOUSING**

130. Community Services may offer emergency housing to a tenant when Community Services in its discretion determines a situation to be an emergency. Examples of emergencies include when a tenant has experienced an unforeseen occurrence beyond their control, such as a house fire or the need to flee from domestic violence, or some other reason that leaves them homeless.
131. If Community Services deems a situation to be an emergency, the department may offer the applicant a vacant house, if available. A vacant house that has already been allocated to another tenant will not be offered as emergency housing.
132. If the tenant accepts the emergency housing offered, they must sign a new tenancy agreement with Community Services.
133. Tenants will arrange for their own fuel and utility services.
134. Emergency housing may result in a permanent move to a different unit, which will require a new tenancy agreement to be signed.
135. If the tenant refuses the house offered, Community Services will not offer another house. Community Services will send a written notification to the tenant within 14 days of the refusal stating that the department has attempted to secure emergency housing and the tenant refused the offer. The tenant will be responsible for finding their own accommodation and for submitting an application for KDFN housing through the application process outlined in this policy.

### **NOISE**

136. All tenants must ensure that the rights of other tenants to peace, quiet and the enjoyment of their home and community is not diminished due to excessive noise (such as loud music or barking dogs). Tenants must abide by the City of Whitehorse Maintenance Bylaw provisions on Noise.
137. If a tenant violates the noise sections of the Maintenance Bylaw, Community Services may proceed with a termination of the tenancy agreement as set out in this policy.
138. If tenants disrupt neighbours or the community through traffic, noise or parties, as determined at the sole discretion of Community Services, Community Services will issue a warning letter detailing the issue.
139. A second notice sent within 6 months may be cause to terminate the tenancy.

### **PETS**

140. Community Services may allow a pet (cat or dog) in a rental unit in accordance with this policy, provided there is a safe and sanitary environment for all tenants, staff and the general public, and the physical condition of the unit and surrounding property is preserved.
141. A pet may be kept in a KDFN rental unit if the tenant:

- a. has a disability and the pet is a service animal
  - b. has the written approval from Community Services,
  - c. has provided proof of compliance with City of Whitehorse Animal Control Bylaw 2001-01 requirements regarding pet licensing, vaccinations and controls,
  - d. has provided proof that the pet has been spayed or neutered.
142. A tenant who has approval to keep a pet in a KDFN rental unit must:
- a. not keep more than two pets unless a special permit for a third animal has been issued under the City of Whitehorse Animal Control Bylaw,
  - b. ensure that the pet wears a tag displaying the name, address and telephone number of the tenant,
  - c. not allow the pet outside the unit or property unless the pet is on a leash and under control of the owner,
  - d. not allow the pet to bark excessively while tied up in the yard,
  - e. keep their unit and surrounding area free of pet odors, insect infestation, pet waste and litter, and maintain the unit in a sanitary condition at all times,
  - f. collect and properly dispose of their pet's waste,
  - g. ensure that the rights of other tenants to peace and quiet, enjoyment, health and safety is not diminished because of the tenant's pet,
  - h. not own a wild animal (with the designation of 'wild animal' to be at the sole discretion of the Director),
  - i. register any exotic pet with Bylaw Services.
143. Community Services will investigate complaints about pets and issue a 30-day notice to comply with the policy.

#### **UNLICENSED VEHICLES**

144. KDFN is committed to a safe and clean community with respect to its rental houses and apartments. Junked vehicles are unsightly and potential safety hazards.
145. Tenants may not keep or store any type of vehicle including cars, trucks, motorcycles, motor homes, recreational vehicle, etc., on rental properties without current and valid vehicle registration or license plates in accordance with the *Yukon Motor Vehicles Act*.
146. Tenants who wish to obtain a business license to repair, restore or store automobiles on their rental property must first seek permission from Community Services.
- a. The tenant must comply with the environmental provisions of the KDFN *Lands and Resources Act* and adhere to all City of Whitehorse bylaws.
147. The tenant will not keep on the rental premises any motor vehicle or portion of a motor vehicle that is not under active repair.
148. The tenant will supply Community Services with vehicle registration and insurance documentation for any vehicles on the premises when asked to do so for the duration of the tenancy agreement.
149. If a tenant fails to abide by this section of the policy, Bylaw Services may provide the tenant with notice that the unlicensed vehicles must be removed.

150. Tenants are responsible for the cost of vehicle removal and the clean-up of environmental contamination resulting from vehicles.

#### **SUBLETTING**

151. Subletting of units **is not permitted**, as any such subletting would not be reasonably fair to those other applicants on the waiting list.
152. Any attempt to sublet will result in the termination of a tenancy agreement and the tenant will not be eligible to rent another KDFN home.
153. As Kwanlin Dun is considered a 'housing agency', the requirement of the *Residential Landlord and Tenant Act* to reasonably permit subletting does not apply.

#### **MOVING BETWEEN RENTAL UNITS**

##### **Moving at the request of the tenant**

154. A tenant who wishes to move to an alternate rental unit will submit an application to Community Services according to the application procedures.
155. With the exception of overcrowded households described in this policy, applications for an alternate rental unit will be considered equally with all other applications as per the eligibility and prioritization criteria noted in the application process.
156. If the transfer application is approved, the tenant will sign a new tenancy agreement and will be responsible for any costs associated with the move.

##### **Overcrowded household**

157. If the composition of permanent tenants in the unit results in the household exceeding the National Occupancy Standards definition, the household is considered to be under housed.
- a. Community Services will confirm a transfer with a minimum of 60 days written notice.
  - b. Community Services will complete a home visit with the tenant to confirm the details and timing of the transfer/relocation.
  - c. A new tenancy agreement will be signed for the replacement unit.

##### **Downsizing a household**

158. If the number of permanent tenants in the unit is less than the number of bedrooms in a unit, Community Services may request the household move to a smaller unit.
- a. Community Services will confirm a transfer with a minimum of 60 days written notice.
  - b. Community Services will complete a home visit with the tenant to confirm the details and timing of the transfer/relocation.
  - c. A new tenancy agreement will be signed for the replacement unit.

#### **TEMPORARY ABSENCE**

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

161. If a tenant fails to inform Community Services of an absence, the department will charge the tenant for any labour and material costs to secure the unit or repair damages that occur during their absence.

### **Housesitting**

162. If a tenant is away from the unit for a period of 7 consecutive days or more between May 1<sup>st</sup> and September 30<sup>th</sup> or 24 consecutive hours or more between October 1<sup>st</sup> and April 30<sup>th</sup>, the tenant must arrange for a responsible adult person with the experience to adequately care for the unit to house sit during their absence to ensure the unit remains protected against weather and vandalism, and maintained in good order.
163. The house sitter must provide a letter of reference to give Community Services the assurance that he/she is a responsible person. This is a requirement of the KDFN housing insurance policy.
164. The house sitter does not have rights to remain in the rental unit beyond the house sitting period.
165. During the temporary absence, the tenant will be responsible for:
- a. paying all housing costs including rent, hydro and other services,
  - b. ensuring that the house sitter abides by the terms and conditions of the tenancy agreement,
  - c. paying the cost of repairing any willful damage or neglect to the unit that occurs during their absence.
166. If the house sitter fails to abide by the terms and conditions of the tenancy agreement, Community Services will contact the tenant to confirm the breach. If the breach is not resolved within 7 days the house sitter will be required to vacate the unit and the tenancy agreement may be terminated.
167. Failure to pay the housing costs or arrange for regular care of the unit as noted above is a breach of the tenancy agreement and the termination provisions of this policy will apply.

### **OUT OF TOWN OR ABSENT RENTERS**

168. If a tenant is away from a rental unit for any period of time and the unit becomes a source of disruption to neighbours or the community because of a violation of noise bylaws or other activities by individuals in the unit, Community Services shall issue the tenant a written warning.
169. If a second disruption occurs within 6 months of the initial notice, Community Service may terminate the tenancy.

### **ABANDONED UNITS**

170. A unit shall be considered abandoned if left unattended for a period longer than 7 consecutive days between May 1<sup>st</sup> and September 30<sup>th</sup> or 24 hours between October 1<sup>st</sup> and April 30<sup>th</sup> without a written notice to Community Services.
171. Community Services shall issue a preliminary notice to the mailing address of the house and take at least one of the steps listed below to confirm that the tenant has permanently abandoned the unit:
- a. visit the unit on 2 separate occasions (once during the day and once during the evening) and not being able to contact the tenant, or
  - b. make 2 attempts to contact the tenant or an alternate contact provided by the tenant, or
  - c. contact neighbouring tenants to confirm the tenant has not occupied the unit in the past seven days.

172. If the tenant continues to make the monthly rent payments and can confirm in writing to Community Services that they intend to return to the unit, Community Services may permit the tenancy to continue.
- a. The tenant is responsible for arranging and paying for the care of the unit during their absence (regular maintenance and repairs, uninterrupted supply of heat and power, etc.).
  - b. If Community Services must take action to secure the unit, Community Services shall charge the tenant with all costs incurred, including repairs resulting from the unit being left unoccupied.
173. Upon determining a unit is abandoned, Community Services will:
- a. Enter and secure the unit, which may include changing the locks and taking whatever steps are required to safeguard the asset,
  - b. Provide a 14-day eviction notice for substantial breach on the door of the unit and by regular mail to the unit address,
  - c. if necessary, seek an order of possession from the Director of Residential Tenancies.

#### **ABANDONED PROPERTY**

174. If the former tenant has left personal property in the unit or on the property, Community Services shall comply with the terms of the *Residential Landlord and Tenant Act* pertaining to abandoned property. Steps are summarized below, but in the case of conflict between these procedures and the Act, the Act will apply.
- a. Community Services shall seek authorization pursuant to the Act to remove the property.
  - b. Community Services shall comply with the terms of the Act to remove, sell or dispose the former tenants' personal property.
  - c. Community Services may itemize and store the items until such time as a Residential Tenancies Office order is obtained or the tenant has returned to claim the items.
  - d. Community Services will keep a written and photographic inventory of the items to document their condition to ensure the property is not damaged, lost or stolen when it is removed and stored.
  - e. Community Services shall invoice the former tenant for the cost of removing their personal property and other related charges.
  - f. Community Services shall post a notice on the front door of the unit to notify the former tenant that the personal property has been removed and provide contact information for the former tenant to reimburse Community Services for costs related to removal of personal property.
  - g. If the former tenant does not contact Community Services to reclaim their personal property within the 30-day period, Community Services may dispose of the property.
  - h. Community Services shall maintain the written and photographic inventory and details of the disposal of the property for two years following the date of disposal.
  - i. If Community Services removes, sells or otherwise disposes of the property, the department may deduct from the proceeds:
    - i. any amount owing to the landlord under the tenancy agreement,
    - ii. the cost of removing, storing, selling or disposing of the property.

- j. Any proceeds that remain after Community Services has deducted money for the removal, storage or disposal of the personal possessions shall be paid to the owner of those possessions.
- k. If the tenant who left the property does not claim the proceeds from the sale within 6 months, KDFN may deposit the proceeds in the consolidated revenue fund.
- l. If Community Services removes, sells or otherwise disposes of possessions under this section, the department shall not be liable in any actions taken by the tenant who left or owned the property respecting the removal, sale or disposition.
- m. If Community Services incurs expenses, including but not limited to, repairs and the cost of the removal of the personal property, Community Services shall make application to Government of Yukon to retain the security deposit to cover such costs.
- n. When the security deposit is insufficient to cover these costs, Community Services shall:
  - i. forward written confirmation to the former tenant to seek repayment of the outstanding repair and other costs,
  - ii. note the value of the repair costs as an account owing against the former tenant, and
  - iii. pursue collection processes.
- o. If the former tenant is charged for repairs and other costs as a result of abandoning the unit, the former tenant shall not qualify for KDFN housing programs until such costs have been repaid in full.

#### **INSURANCE**

- 175. KDFN will provide third party liability insurance and building insurance (protection against damage to or loss of the unit by fire or other perils). KDFN will be the beneficiary of the insurance policy.
- 176. KDFN is not responsible for the contents of the unit or the tenants' personal belongings.

#### **DIVORCE OR SEPARATION**

- 177. When a couple who are co-tenants separate, the following considerations apply:
  - a. If the renting family has children, Community Services may enter into a new tenancy agreement for the unit with the individual who has custody of the children.
  - b. If a non-citizen co-tenant has custody of children who are KDFN citizens, despite any requirement of this policy, Community Services may enter into a tenancy agreement for the unit, which will terminate when the youngest child who is a KDFN citizen reaches 18 years of age.
  - c. If the renting family does not have children, Community Services may, at its discretion, enter into a new tenancy agreement for the unit with either of the parties without returning the party to the waiting list, provided the party meets the eligibility requirements for the rental unit.
  - d. Community Services may, in its discretion, place a separated individual in another unit that is better suited to the individual.
- 178. In any case, the remaining tenant will sign a new tenancy agreement, providing they meet the eligibility requirements of this policy.

179. Court orders will be respected, providing other terms of this policy are met, including eligibility requirements.
180. For the purposes of this section, a couple will be considered to be separated when a co-tenant has been absent from the rental unit for 30 days, uninterrupted, for a reason of separating from their partner.
181. The co-tenants shall give notice to Community Services of any such separation and the failure to report such separation is a breach of the tenancy agreement.
182. Any outstanding arrears owed by the couple at the date of the termination of the tenancy pursuant to this section will be divided between the couple.

#### **DEATH OF A TENANT**

183. Community Services will allow a 3-month period following the death of a tenant and prior to re-allocating the unit, to facilitate grieving and removal of possessions. If tenant possessions remain in the unit, the estate of the deceased is responsible for paying the rent and utilities during this period.
184. The family or estate of the deceased may request an additional three months for the removal of possessions, during which the estate is responsible for paying rent and utilities.
185. If the deceased tenant is survived by a non-KDFN spouse and KDFN children, despite any requirement of this policy, the spouse may enter into a tenancy agreement for the rental unit, but such agreement will terminate upon the last child, who is a KDFN citizen, reaching 18 years of age.

#### **EXISTING TENANT WHO OWNS ANOTHER HOUSE OR RESIDENTIAL PROPERTY**

186. When a tenant with arrears becomes the owner of another residence, he or she must advise Community Services.
  - a. Upon KDFN learning of the ownership of a residence by a tenant, KDFN will give the tenant three months' notice, or a notice for a period of time set out in an agreed upon arrears repayment schedule, to vacate a KDFN rental unit.
  - b. If the tenant pays the outstanding arrears within the notice period provided, the notice to vacate will be voided.

#### **AMENDMENTS TO FORMS**

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

### *Section 9 Terminating the Tenancy Agreement*

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

#### **TERMINATION OF THE TENANCY AGREEMENT BY THE TENANT**

189. The tenant may terminate the tenancy agreement by giving Community Services written notice one full month prior to the date they expect to leave.
190. The tenant remains responsible for paying rent and other housing charges in full as required under the terms of the tenancy agreement until the end of the tenancy.

## **TERMINATION OF THE TENANCY AGREEMENT BY COMMUNITY SERVICES**

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

## **TERMINATION WITH CAUSE**

192. Community Services may terminate the tenancy agreement with cause if the tenant:
- a. Does not paying rent or rental arrears,
  - b. Uses the home to conduct illegal or criminal acts,
  - c. Produces excessive noise and disturbs the neighbours (see Noise, sections 139-141),
  - d. Willfully or negligently causes significant damage to the unit or common areas,
  - e. Ceases to be a citizen of KDFN,
  - f. Abandons the property,
  - g. Breaches any term of the tenancy agreement, or this policy, or
  - h. Commits any breaches found in section 52 of the Residential Landlord and Tenant Act.
193. Community Services shall give the tenant 14 days written notice to end the tenancy where a tenant has committed a substantial breach of the Tenancy Agreement.
- a. The notice must identify the premises, state that the tenant did breach the tenancy agreement, and state the date that the tenancy will end.
  - b. A tenant must have a full 14 days before he has to move. The first day of the notice period is excluded, but the last day is included in the 14-day count.
  - c. The tenant must be given a reasonable time to remedy the issue before proceeding to an eviction.
194. If the tenant objects to the 14-day notice and wants to take the matter further, he must make an application for dispute resolution to the Director of Residential Tenancies pursuant to the *Residential Landlord and Tenant Act*.

## **RECOVERY OF COSTS**

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

## **EVICITION PROCESS**

196. If the tenant is being asked to leave for a substantial breach of the tenancy agreement, the tenant must vacate the unit within 14 days of receipt of an eviction notice.
197. If the tenant is being asked to leave for any other reason, the notice will be given in accordance with the *Residential Landlord and Tenant Act (Yukon)*, as amended.
198. If the tenant does not vacate the unit by the required date, KDFN may apply to the Director of Residential Tenancies to obtain an Order of Possession.
199. Within 24 hours of the tenant vacating the unit, Community Services will arrange a move-out inspection to evaluate the condition of the unit and may charge the tenant for any damage to the

unit beyond normal wear and tear, as demonstrated through a comparison of move in and move out inspection reports.

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

#### **SAFER COMMUNITY AND NEIGHBORHOODS**

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

#### *Section 10 Appeals*

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

#### **APPEALS AND REVIEWS**

203. The tenant may appeal a termination decision of Community Services by contacting the Residential Tenancies Office (Yukon Government), to request the Director of Residential Tenancies review and decide upon the termination. Such a request must be made within 5 days of receipt of the termination notice.
204. Citizens may appeal an administrative decision of KDFN First Nation to the Judicial Council, under section 56(1)(e) of the Constitution of the Kwanlin Dün First Nation.
205. Council will not hear appeals of rental housing decisions.