

Williams Lake Indian Band

# Housing Policies

Adopted: \_\_\_\_\_

Williams Lake Indian Band  
Housing Policies

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## **Housing Committee Terms of Reference**

### Committee

A Committee established that shall meet from time to time, as required, to deal with its mandate. An Advisory Committee is a permanent body, but its members will change from time to time as a result of revision, resignations, removal and other circumstances.

### Special Committee

A Committee established to deal with specific matters referred to it by the Chief and Council at a duly convened meeting. Such Committees are of a temporary nature and will be dissolved upon completion of the duty assigned. Chief and Council may appoint such Committees as permanent Committees at a duly convened meeting.

### Inter-Community Committee

A Committee comprised of representatives of local and regional First Nations or non First Nations agencies/organizations formed for the purpose of addressing common concerns.

### Nuclear Family

Means parents and their children living in a household.

### Chief

Means the duly elected Chief of the Williams Lake Band, who shall be an elected Band official.

### Councilor

Means a person duly elected or holding office and sworn into office in good standing, pursuant to the applicable sections of the Williams Lake Band elections.

### Committee Meeting

Means a meeting of a duly appointed Committee held to review matters put to the Committee and to provide a report to Chief and Council with respect to the Committee's recommendations and/or decisions.

### Housing Department

Personnel hired to perform duties related to housing. These personnel may consist of the Public Works Director, the Housing Coordinator and other positions identified by Chief and Council to work within the department.

### Appointment of Committee Members

Committee members must be in good standing & have no arrears. Chief, Councilor(s) and Community Band Members may recommend individual Band Members to serve on Committees acting in the capacity of member or alternate.

Chief and Council shall ratify the appointment of Committee Members at a duly convened Council meeting. The Housing Committee shall appoint, when required, a Committee member(s) to sit on an inter-community Committee to represent the interests of the Band.

### Composition of the Housing Committee

1. The Housing Committee will be comprised of five (5) members with up to three (3) alternates.
2. No more than one (1) person from each nuclear family may serve on the Committee.
3. The Committee shall have among its members one (1) Councilor who shall serve as a Committee Member.
4. Officers of the Housing Committee will comprise of:
  - i. Chairperson – This position will be held by either the Councilor on the Committee or the Public Works Director. Preference will be given to the Councilor if practical.
  - ii. Vice Chairperson – To be elected by majority vote of the Committee from amongst the Committee membership.
  - iii. Recording Secretary – Housing Coordinator.
  - iv. Secretary – To be elected by majority vote of the Committee from amongst the Committee membership.
5. The Chairperson may appoint an alternate to attend meetings on behalf of an absent Committee member. The alternate may vote on behalf of the Committee Member.

### Duties of the Housing Committee

The mandate of the Housing Committee is to investigate, review, make decisions, make recommendations to Chief and Council and advise on issues submitted by the Housing Department at a duly convened Housing meeting.

The Committee shall submit their minutes to Chief and Council and shall provide Chief and Council with regular reports through their Chairperson. The Chairperson will make a formal presentation to the Family Council as required.

The Housing Committee shall be responsible for making recommendations to Chief and Council on the implementation, administration and continued development of the housing policies such as:

1. Home Ownership
2. Housing Allocations – Application Eligibility Criteria & Application Priority Screening
3. Social Housing

4. Rental Practices – Social Housing (Rental, Rent-to-Own, SA Rental) & Band (non-social) Rental
5. Operation Charges
6. Housing Emergencies
7. Insurance
8. Maintenance & Repair
9. Renovations
10. Prevention of Loss (Insurance)
11. Residential Community Planning

Other related duties of the Housing Committee:

1. The review and revision of housing policies.
2. Provide input in the five-year housing plan.
3. Provide recommendations on housing finances.

#### Committee Resignations, Removals and Vacancies

Resignations will be submitted to the Chairperson in writing who will forward it to the Committee and will then be placed on the next Committee meeting agenda. A resignation is revocable on its submission to the Chairperson and is effective 30 days from the date of resignation. The vacancy shall be filled by one of the alternates.

If a Committee Member is absent from three (3) consecutive meetings except due to illness or with leave, the Committee Member is disqualified from serving on the Committee.

Openings on the Committee shall be filled within 30 days of the vacancy occurring. Recommendations from the Housing Committee will be brought before a Chief and Council meeting for ratification. An alternate shall fill the vacancy. If an alternate cannot fill the vacancy, the Housing Committee will advertise within the community for new members.

#### Honoraria and Other Costs

Housing Committee Members (including the Housing Coordinator & Council Representative) will receive a \$150 honorarium for attending the meeting.

#### Notice of Committee Meetings

The Chairperson will provide notice of the time, date and place of each Housing Committee meeting to each member. The meeting and such notice will include an agenda of the business meeting.

In the event that the Chairperson calls a special meeting of the Housing Committee, the Chairperson will advise each member of the date, time and place of the meeting by telephone, email or notice by hand and indicate the items of business to be discussed at the meeting.

### Meeting of the Committee

The Committee shall from time to time decide by resolution when meetings shall be held. Meetings shall be held on a monthly basis when first established and then on a quarterly basis when it is up and running.

The Chairperson may call a special meeting at any time and the notice of such meeting shall be given to each member of the Housing Committee in the manner set out in Section\_\_\_\_\_.

It shall be the responsibility of the Chairperson to ensure that the minutes of each Housing Committee meeting are properly recorded, typed and distributed to Housing Committee Members and Chief & Council.

### Quorum

A majority of the Housing Committee shall be 51% and will constitute a quorum for the transaction of business. The Chairperson shall be entitled to vote if there is a tie decision.

### Opening Proceedings

The Vice-Chairperson shall Chair the meeting if the Chairperson does not attend within 15 minutes of the scheduled start time. If after 30 minutes of the scheduled start time, there is not a quorum present, the meeting shall stand adjourned.

### Order of Proceedings

The order of business for all regular meetings of the Committee shall be as follows:

1. Call to order by the Chairperson.
2. Additions to the Agenda.
3. Review of previous meeting minutes – Motion to accept
4. Chairperson's Report
5. Housing Coordinator's Report
6. Old Business
7. New Business
8. Date of next meeting
9. Adjournment

### Receiving Delegations

Where applicable, if a Band/Community member or group of Band/Community members wish to make a formal presentation to the Housing Committee shall:

1. Seek to have the Housing Committee place a motion requesting that a "special delegation appear before the Housing Committee to hear and receive their submission". Upon such a motion being seconded and carried, the delegation may make its presentation.
2. If necessary the Chairperson reserves the right to restrict the time allotted to any delegation appearing before the Housing Committee.

3. After the presentation the individual or delegation will be thanked and be told that the Committee will review their submission and get back to them in writing within seven (7) days.

#### Rules, Conduct and Debate

1. Every Housing Committee member shall have a vote on decision with exception to the Chairperson as set out in Section\_\_\_\_\_.
2. The numbers of those who vote for and those who vote against the question shall be entered into the minutes.
3. When any order, resolution or question cannot be discussed &/or voted upon due to no quorum, the order, resolution or question shall be tabled to the next meeting.
4. All Housing Committee members will sign a Conflict of Interest Form. The Housing Department will maintain these signed forms on file. If a member finds him/herself in a conflict of interest the following will take place:
  - i. The Committee member will explain that they are in a conflict of interest.
  - ii. The Committee member will then excuse him/herself from the meeting. The member will be called back into the meeting was the conflict of interest has passed.
  - iii. The recording secretary will ensure that these steps are recorded in the minutes.

#### Motions in General

The recording secretary shall put all motions in the minutes. Motions must be seconded and then read by the Chairperson before a debate can take place. Amendments shall be in writing and shall be decided upon before the question is put to a vote.

#### Amendments to the Terms of Reference

Recommendations to amend these terms of reference will only be made by a quorum of the Committee present at a duly convened Committee meeting. The recommendation will then be brought to Chief and Council.

## **Housing Department Policies**

Policies are developed and then submitted to Chief and Council for ratification. Once a Policy is ratified by Chief and Council, the Housing Coordinator will then implement and enforce the policy.

Chief and Council maintain an ongoing involvement with Housing through the participation of the Councilor with the Housing Portfolio and through their participation, (as set out in the policies) on the Appeal Committee.

### **1 - Home Ownership Policy**

#### 1.1 Ownership Eligibility

Only Williams Lake Band members may own homes on the Williams Lake Band reserve lands unless:

- The home is on land designated for leased-land commercial housing development. These situations will be governed by other policies.

#### 1.2 Conditions of Home Ownership

##### 1.2.1 Homeowners Agreement

The homeowner must execute a Homeowners Agreement with the Williams Lake Band Housing Committee. See Appendix \_\_\_\_\_.

##### 1.2.2 Good Standing

The homeowner must remain in good standing with the Housing Committee, with respect to the homeowner's commitments under the agreement.

#### 1.3 Proof of House Ownership

Proof of house ownership is by possession of a House Ownership Certificate, issued by the Williams Lake Band Operations Department and certified by Chief and Council. See Appendix \_\_\_\_\_.

#### 1.4 Transfer of House Ownership

##### 1.4.1 Transfer by Sale or Gift

House ownership may be transferred to another Williams Lake Band member by sale or gift; provided that the new owner has executed a Homeowners Agreement with the Williams Lake Band Housing Committee.

##### 1.4.2 Transfer of Ownership Upon Death with a Will

Where the house is owned by a Williams Lake Band member, and that member passes away with a will:



- a. The ownership of the house will pass to the benefactor as expressed by the will, where that benefactor is a member of the Williams Lake Band;
- b. Where the benefactor is not a member of the Williams Lake Band, the house may be sold, the proceeds of which would go to the benefactor; or
- c. Ownership of the house may be turned over to the Committee by the benefactor, in exchange for the right to occupy the house as long as the terms of the Home Ownership Agreement are met.

#### 1.4.3 Transfer of Ownership Upon Death Without a Will

Where the house is owned by a Williams Lake Band member, and that member passes away without a will:

- a. Ownership of the house will be passed to that member's spouse, if the spouse is a member of the Williams Lake Band.
- b. Where the spouse is not a member, but the children are members of the Band, ownership of the house will pass to the children.
- c. Where the surviving spouse and children are not members of the Band, and the house is considered to be part of the estate of the deceased Band member; then at the discretion of the executor of the estate:
  - 1. Ownership of the house will pass to the Committee, and in exchange, the Committee will allow the continued occupancy of the house by the surviving spouse and children as long as the terms of the Home Ownership Agreement are met; or
  - 2. The house will be put up for sale, the proceeds of the sale will go the benefactors of the deceased members estate.

It is to be noted that ownership of the house cannot be willed to a non-Band member; nor can a non-Band member purchase the house from the estate sale. Notwithstanding the Indian Act.

### 1.5 Loss of Ownership

#### 1.5.1 Not in Good Standing

Where the homeowner is not in good standing with the Committee by breach of the Home Ownership Agreement, and that breach has not been remedied; then as detailed in section 6 of the Home Ownership Agreement, the house may be sold by the Committee to a qualified owner.

The proceeds from the sale will be used to discharge the Homeowners debts to the Committee. All net proceeds will go to the homeowner.

The homeowner will not be eligible to make application for another house through the Band housing program for five (5) years.

## 1.6 Land Ownership – Interest in Land

No one may own land that is part of the Williams Lake Band reserve lands except:

### 1.6.1 Certificate of Possession

An individual owns land where there is a Certificate of Possession (CP) issued and registered by Indian and Northern Affairs Lands & Trust Services

## **2 Home Ownership Allocation Policy**

Home Ownership Allocation sets out criteria for the allocation of housing units, either new Social Housing rent-to-own, existing Social Housing rent-to-own, other new housing (individual mortgage) or existing Band Housing owned or acquired by the Committee. An applicant may apply for more than one category of housing.

Rental Housing Allocation and Building Lot Allocation are separate applications.

### 2.1 Eligibility

#### 2.1.1 Membership

Only Williams Lake Band members are eligible for home ownership allocations.

#### 2.1.2 Previous Allocation

Williams Lake Band members who have previously received a house allocation from the Band are eligible for home ownership allocation unless they enter into a conditional sale of their house to the Committee.

#### 2.1.3 Private Acquisition

Members who have acquired houses privately, and have not received a house allocation previously, are eligible for a home ownership allocation.

#### 2.1.4 Outstanding Debts

Williams Lake Band members with outstanding debts to the Band are not eligible for home ownership allocation until the debts are paid off. Debts are defined as:

- Rent Arrears
- Damage Deposit Arrears
- Damages to the home

### 2.2 Application

All eligible Williams Lake Band members must complete and submit a Home Ownership Application to the Housing Committee in order to be considered for home ownership allocation. The application must be updated to reflect changes in the family situation. The applicant(s) must sign the application. See Appendix \_\_\_\_.

2.3 Home Ownership Applicant Rating

Houses will be awarded to Home Ownership Applicants who meet the qualifications and needs.

**3 Social Housing Rental Purchase Policy**

3.1 Eligibility

As detailed under the Home Ownership Policy.

3.2 Application

As detailed under the Home Ownership Policy.

3.3 Purchase Option

The Social Housing Program is a rental-housing program that may include a purchase option. The purchase option is available in the following circumstances:

- a. The tenant must have entered into a Rental Purchase Agreement with the Housing Department. The Rental Purchase Agreement is a legal binding contract between the tenant/purchaser and the Williams Lake Band.
- b. The mortgage on the dwelling must be paid in full before the house is turned over.

3.4 Rental Purchase Agreement

See Appendix \_\_\_\_.

**4 Other New Housing**

4.1 Eligibility

As detailed under the Home Ownership Policy.

4.2 Application

As detailed under the Home Ownership Policy.

4.3 Building Lot

The applicant must have access to an unencumbered building lot.

#### 4.3.1 Residential Lot Allocation

The applicant may be allocated a residential lot under the "Residential Lot Allocation Policy".

#### 4.3.2 Certificate of Possession

The applicant may be in possession of a Certificate of Possession, which contains land suitable for building a residence. The applicant must still receive approval from the Housing Program to construct a residence under the Other New Housing Program.

#### 4.4 Band Equity

##### 4.4.4 Equity Contribution

The Housing Committee will recommend an equity contribution to be approved by Chief and Council. This equity contribution will be in accordance with the 5 year Housing Plan.

##### 4.4.2 Expenditure of Equity Contribution

The equity contribution will be paid by the Band to cover approved house development and construction expenses. Approval of the expense claims is the responsibility of the Williams Lake Band Housing Project Supervisor. The equity will not be advanced in a lump sum to the homeowner.

### **5 Individual Loans**

#### 5.1 Band as a Guarantor

Depending on the financial situation of the Band (i.e. – Band Housing Debts, Arrears), an eligible Williams Lake Band member may apply for an Individual Loan to build their house. The Band will act as Guarantor of the loan by way of a Ministerial Guarantee from Indian Affairs.

#### 5.2 Repossession

As Guarantor of the loan, the Williams Lake Band must make payments on the loan if the homeowner does not. If the homeowner is three months in arrears on the loan payment, the Williams Lake Band will repossess the house.

Upon repossession, the house will be advertised for sale. The Housing Committee will put in a reserve bid of the loan amount advanced plus the equity contributed by the Band.

The homeowner forfeits any and all claim to the loan proceeds and the Band equity investment. Any net proceeds from the sale after the loan has been retired and the Band's equity is paid back will be turned over to the former homeowner.

### 5.2.1 Incompletion of Construction

If the house is not completed in one year, the Band has the right to repossess the house and complete the construction. Upon completion of construction, the house will be advertised for sale. The Housing Committee will put in a reserve bid of the loan amount advance plus the equity contributed by the Band.

The homeowner forfeits any and all claim to the loan proceeds and the Band equity investment. Any net proceeds from the sale after the loan has been retired and the Band's equity is paid back will be turned over to the former homeowner.

## 6 Residential Lot Allocation

### 6.1 General

The Residential Lot Allocation deals with the allocation of on reserve residential building lots. On Williams Lake Band reserve lands, house may only be constructed on building sites approved by the Housing Department. Site development and house plans must conform to the Williams Lake Band Environment Standards; or the Canadian Environment Act.

### 6.2 Eligibility

Only the Williams Lake Band members are eligible for allocation of residential lots.

### 6.3 Allocation

The Williams Lake Band Rental Housing Program, either Social Housing or Non-Social Housing, has the first priority for residential lots.

Applicants who are successful under the Social Housing rent-to-own- and other New Housing Programs will be allocated residential lots.

Other Williams Lake Band members may purchase residential lots for fair market value for the purpose of constructing houses outside of the Band's housing programs.

## 7 CMHC Housing

### 7.1 Rent/Mortgage

Before taking possession of a CMHC Unit the tenant must sign a rental agreement with the Band.

The maximum rent payable is the Lower End of Market (LEM) Rent, which is set annually by Canadian Mortgage and Housing Corporation (CMHC). Tenants will be income tested to determine if they qualify for lower rent. The tenant agrees to pay their rent on time; payable in advance, on the first day of each month at the

Band Office. Payment should be made by cheque, money order (made payable to the Williams Lake Indian Band Housing Trust) or cash.

The tenant is required to pay a damage deposit which equals ½ of the monthly rent, prior to occupancy which will be reimbursed to the Tenant within 30 days of vacating the home, subject to leaving the home in the condition as stated under the "Vacating the Home" section of the Rental Tenancy Agreement.

The Tenant is responsible for the connection, payment and disconnection of the utilities (gas, hydro, phone, cable or other utilities that may apply).

Thirty days written notice on vacating the home must be given to the Band. For example, if the Tenant will be vacating the home on June 30, they must provide notice in writing no later than May 31. If the Tenant fails to provide such notice, the Tenant will be responsible for paying the following month's rent.

The Housing Committee and the Housing Coordinator will develop agreements with those tenants who have maintained continuous occupation and current rent for the CMHC amortization period to have ownership of these houses at the end of their term.

Houses that are in arrears or that have changed hands frequently will remain rental units of the Band and revenues from these units will be applied towards paying the collective Band debt to CMHC.

## 7.2 Eviction

If in arrears of rent, the Tenant will receive written notice from the Band. The Tenant is expected to vacate by the date specified on the final notice; otherwise, the Band will remove all personal belongings at the expense of the Tenant.

If rent is not received by the 1<sup>st</sup> of the month;

- a. A due notice will be given on the 1<sup>st</sup> day of the month, directing payment to be made by the 5<sup>th</sup> of the month.
- b. If payment is not received by 4:30 pm on the 5<sup>th</sup> day of the month, an eviction notice will be hand delivered on the 5<sup>th</sup>. The Tenant then has until the 15<sup>th</sup> to make payment in full in order to rescind the eviction notice, or vacate the premises.
- c. If on the 16<sup>th</sup> day the Tenant is still in the home, the R.C.M.P. will be called and the Tenant will be removed from the premises.

Willful damage or abuse of the house will result in:

- a. An additional damage deposit to pay for damages;
- b. A notice of eviction; or
- c. Both.

Repeated disturbances of the peace will result in an eviction.

The Band maintains the right to make random inspections of the home for purposes of maintenance and upkeep. Tenants will be given a 24-hour notice of the inspection.

All notices of eviction will be given in writing to the Tenant.

The Tenant will abide by all the rules, regulations and by-laws implemented by the Band.

### 7.3 Insurance

The Band, as owner, will bear the cost of fire insurance for the home and chattels as specified in clause 3 of Rental Agreement.

- a. 100% of the deductible will be charged to the Tenant for claims as a result of willful damage (vandalism) i.e. broken window, smoke damage.

The Band will pay 100% of the deductible for accidental damage caused by uncommon occurrences, i.e. fallen tree.

- b. The Tenant will not do or omit to do something, which may render void or voidable any policy of insurance on the premises.
- c. The Tenant will indemnify and save the Band harmless for all liabilities, fines, suits and claim of any kind for which the Band may be liable or suffer by reason of the Tenant's occupancy of the premises.

### 7.4 Maintenance

The Tenant will be responsible for the general upkeep and maintenance of the house. This will include minor repairs and replacements.

The Tenant is expected to report any and all damages of the home to the Band within 3 days of its occurrence; any vandalism of the home must be reported to the Band and the R.C.M.P. within 24 hours. The Tenant will be responsible for any vandalism that goes unreported.

The Band will be responsible for all normal wear of the house. The Band will not cover damages and repairs that are not associated with normal deterioration.

The Tenant will not mark or deface the interior or exterior wall or floors of the house.

All requests for repair/maintenance service must be directed to the Housing Department.

The Tenant will not make any alterations or improvements to the home without prior written consent from the Band.

All improvements will become the property of the Band. Under no circumstance will the Band reimburse the Tenant for any renovations.

The Tenant is responsible for maintaining the house and area surrounding the house in a clean and sanitary condition.

The Housing Coordinator will keep updated assessments of the Housing conditions. The Housing Coordinator and the Housing Committee will set priorities for repairs/renovations.

The Band will only provide renovations for tenants who are not on the arrears list.

#### 7.5 Vacating of Home

- a. Upon vacating, the dwelling must be left clean or the Tenant will be charged for cleaning;
- b. Clean shall mean:
  - Rugs shampooed and vacuumed.
  - Floors to be cleaned and washed.
  - Walls to be cleaned and washed.
  - All electric light bulbs functioning and in place. All fixtures whole and undamaged.
  - Refrigerator cleaned of all foods and stains and defrosted. All damage repaired to racks, etc. No surface may be scraped during defrosting. No debris under or behind the refrigerator.
  - Range/oven cleaned free of any grease inside and out, free of all debris, glass clean, no debris under or behind range. All fuses for range in working order.
  - All garbage removed from the unit, cupboards, cabinets, etc.
  - Washer and dryer cleaned inside and out. No debris under or behind washer and dryer.

#### 7.6 Assign or Sublet

The Tenant shall not assign or sublet the Premises without express written consent from the Band. The Tenant shall remain responsible for the home at all times, not the sublet.

#### 7.7 Arrears

1. The Housing Coordinator will keep a record of all tenants in arrears.
2. Any tenant more than 2 months in arrears will be placed on an "Arrears List".
3. The Arrears List will be distributed to the accounting staff for the Band and Band Corporations.
4. Employees of the Band and the Band Corporations who are on the arrears list will be required to sign an agreement to have payments directly deducted from their pay cheques until the arrears are paid in full.
5. Tenants on the arrears list will be denied access to non-essential services from the Band. Department Directors will be informed as to who is on the arrears list.



6. Tenants on the arrears list will be denied repairs &/or renovations.
7. A tenant can be removed at any time from the arrears list by meeting with the Housing Coordinator and setting up and committing to a payment schedule.
8. All payment schedules will be made according to the income of the tenant.

## **8 Band Housing**

### **8.1 Terms of Occupancy**

A tenant or occupant will sign a tenancy agreement before taking possession of a Band Housing Unit.

### **8.2 Repairs & Renovations**

The Band will provide repairs and renovations to Band Housing in accordance with funding availability. Where funding is not available repairs and renovations will be the responsibility of the tenant.

The Housing Coordinator will keep updated assessments of the Band Housing conditions. The Housing Coordinator and the Housing Committee will set priorities for repairs & maintenance.

The Band will not cover damages and repairs that are not associated with normal deterioration.

### **8.3 Maintenance Fee**

A monthly maintenance fee of \$150.00 for Band Housing Units is due by the first of each month by cheque, money order or cash. For individuals on Social Assistance, the Social Development Department will pay the monthly maintenance fee.

The revenue from this fee will be put towards repair and maintenance of Band Housing. Only those who contribute to the maintenance fee will be eligible for benefits from this fee. The maintenance fee will be reviewed on a yearly basis (every January) to determine if the amount of the maintenance is adequate.

### **8.4 Eviction**

As per section 7.2.

### **8.5 Insurance**

As per section 7.3.

8.6 Vacating of Home

As per section 7.5.

8.7 Arrears

As per section 7.7.

## **9 Private Housing**

9.1 Repairs, Renovations & Insurance

Individual owners will be fully responsible for the maintenance, insurance, repairs and renovations to their own homes.

Under special circumstances elders may apply for assistance under subject to available funding.

9.2 Ministerial Guarantees

Chief and Council will assess the awarding of Ministerial Guarantees on a case-by-case basis subject to review.

If the Band issues a Ministerial Guarantee for these homes, then the owner is fully responsible for the mortgage payments, fees and any charges incurred by the owner (i.e. late payment fees).

9.3 Default on Mortgage

Should the owner default on their mortgage payments, the home will become the rental property of the Band. This step will only occur when the lending institution exercises the Ministerial Guarantee.

9.4 Building Code

Individual owners are required to build their homes to all current building codes that have jurisdiction on First Nations lands.

## **10 Death of Tenant or Occupant**

Upon the death of a tenant of Band or CMHC housing the housing department will meet with the immediate family members and determine who is in the best position to take over the unit and adhere to the rental agreement.

If no family member is willing or able to take over the rental agreement, then the unit will be taken back by the housing department and rented out to the next qualified applicant.

## **11 Vacant &/or Abandoned Units**

All residents of Band or CMHC housing are required to inform the Housing Coordinator of any lengthy absences from the house.

Where any house is located or abandoned for more than thirty (30) days without notice to the housing department the Housing Committee can take measures to secure the home at the cost of the tenant or occupant.

Tenants who vacate their home are still responsible for rental and maintenance fees until the Housing Coordinator receives notice.

Tenants or occupants who must leave the community for an indefinite period of time due to employment, school or for medical reasons must meet with the Housing Coordinator.

Any house that is left abandoned for a period of two rental payments (two payments missed), without written notice to the housing department, shall be reclaimed by the Band and rented out to the next qualified applicant.