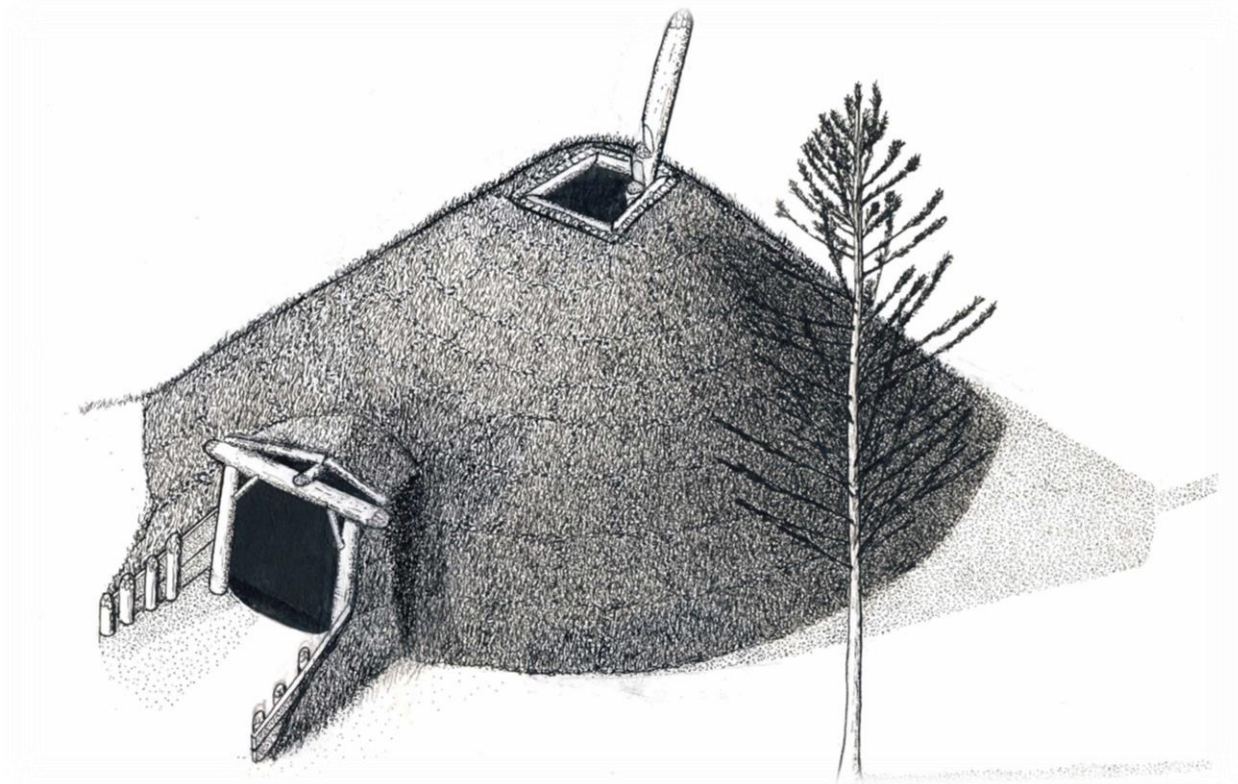


Kanaka Bar Indian Band Housing Policy

March 31, 2016



Kanaka Bar Indian Band

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Acknowledgements

The *Kokpis* of Kanaka Bar Indian Band greatly appreciate the efforts of membership and our advisors who worked tirelessly to develop this foundational document which is intended to provide transparency and certainty for all membership, regardless of residency, when it comes to housing and land allotments within Kanaka Bar's Traditional Territory.

In particular, the hard work, dedication and patience of Tara Bergeron of Quality Programs and Services Inc. who went to each of our homes and interviewed membership, inspected each house and perused through our many files regarding Kanaka Bar houses and past and current land and resource allotments.

We also wish to acknowledge our CEO, Zain Nayani, our Program Administrator, Larry Thomas and COO, Chad Peterson. For their many hours of time reviewing drafts and who have also initiated and supervised the critical works of digitising the many years of written community history and documents into a new data storage and retrieval system.

All Our Relations

Chief & Council

March 31, 2016

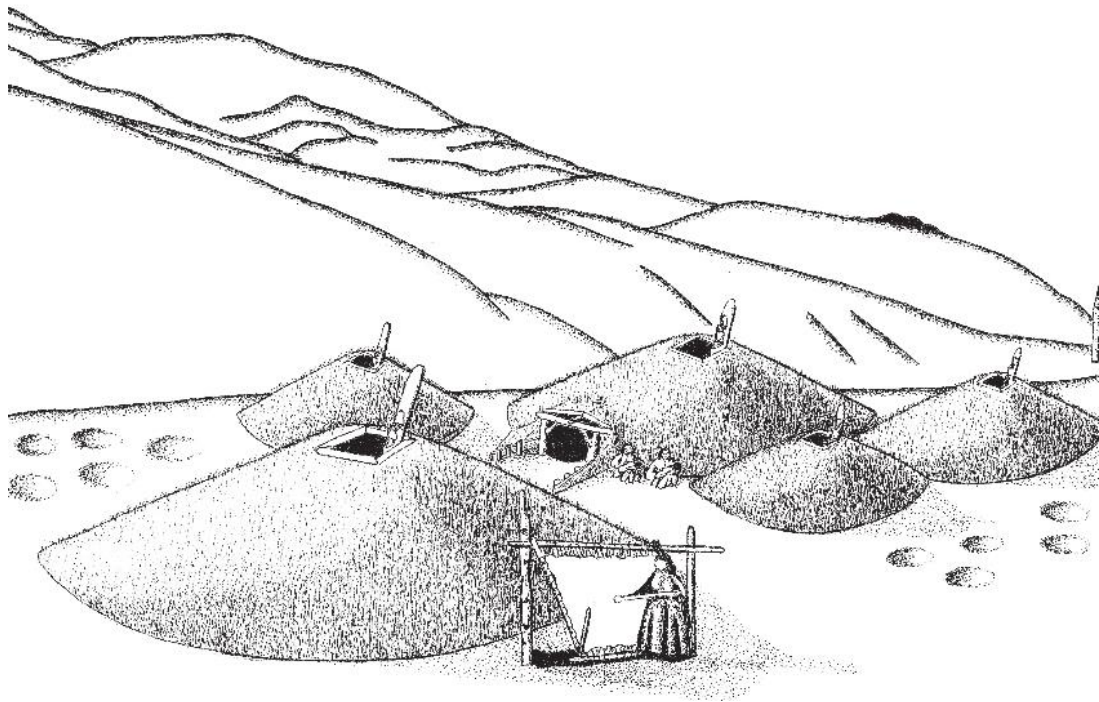


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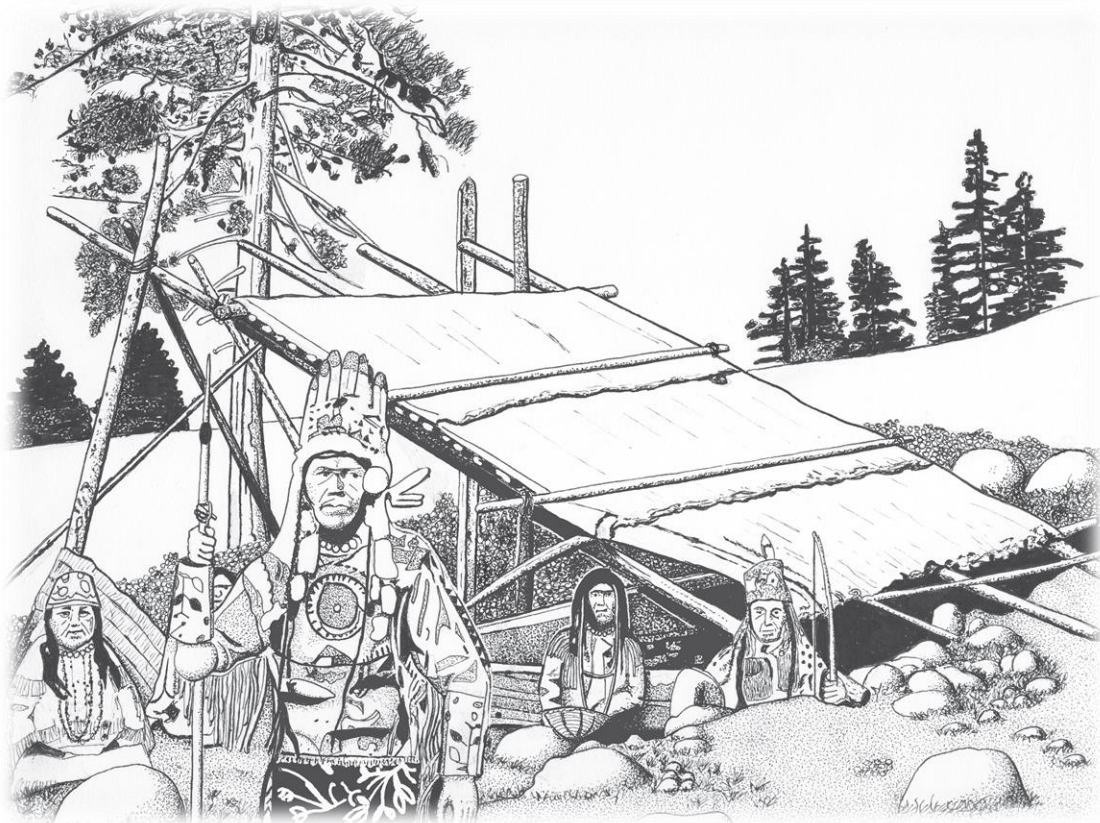
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PART 1 – Kanaka Bar Indian Band Housing Policy Authority and Scope

1.1. Introduction

Archaeological evidence compiled during the Kwoiek Creek hydro projects development and construction phases confirmed that which was known by Kanaka all along.

For more than 4,000 years, the *T'eqt'aqtn'mux* or the crossing place people resided in year round homes, at the crossing place, and used the land and resources to live.

From time immemorial, planning and decision making for the Kanaka Bar community was and remains vested within designated *Kokpis* who determine land and resources uses, including housing and land allotments.

Known today as Kanaka Bar and the Kanaka Bar Indian Band. Kanaka Bar is one of the few places we know of where there are no current Certificates of Possession, locatee tickets or other form of legal land holdings.

Mission Statement

The Kanaka Bar people were and remain committed to using the lands and resources to maintain a self-sufficient, sustainable and vibrant community.

Kanaka Bar believes in the right of all members to live in safe, healthy, and affordable housing, both on-reserve and off-reserve, which is appropriate for their needs. To achieve this, we will work together:

- to improve houses through renovation and new construction program(s); and
- to increase access to homeownership for members by applying for funding for those families unable to afford housing through conventional means.

Background

The Kanaka Bar Indian Band Residency By-law previously enacted in November 1993 is been revoked and replaced by this policy which has been updated to reflect the current and changing needs and situation of the Kanaka Bar.

This Housing Policy is also in place to enable Kanaka Bar's economic development arm, Kanaka Bar Land and Resources Limited Partnership (KBLR) to implement the Kanaka Bar's Housing Program(s) effectively through a transparent and responsive platform.

On January 4th, 2016, Council transferred the management of all current and future housings over to Kanaka Land and Holdings Limited Partnership (KLH), a subsidiary of KBLR.

The 2016 Housing Policy takes the place of all existing and past documents and/or regulations that pertain to housing for Kanaka Bar.

1.2. Goals

The current objectives are to:

- 1) Operate the housing program in a financially sustainable manner through KBLR;
- 2) Address the need and demand for housing in a fair, equitable and transparent manner;
- 3) Provide Kanaka Bar members and residents with safe, secure and affordable housing that meets community-chosen standards of health and safety;
- 4) Provide rental housing for those who are not in a position to purchase or build their own home;
- 5) Protect and extend the lifecycle of rental housing through robust construction, maintenance, repairs, inspections, assessments and insurance policies;
- 6) Communicate effectively with Kanaka Bar members, tenants and authorized occupants in setting, monitoring and evaluating housing goals, objectives and strategies; and
- 7) Share the responsibility for rental housing between Kanaka Bar and the tenants and occupants.

1.3. Authority of the Policy

On January 4, 2016, Council for Kanaka Bar delegated to KLH the responsibility to manage all housing assets and infrastructure.

This Housing Policy has been developed in accordance with all applicable Laws, By-Laws, Acts, Standards, Codes as outlined in Appendix B.

With the approval and adoption of this Housing Policy, Kanaka Bar's leadership transfers to the Directors of KBLR, the management and administration of this Housing Policy to guide KBLR and its subsidiaries in a fair, equal and consistent delivery of the Kanaka Bar Housing Program.

1.4. Scope of Policy

This Policy applies to all housing properties administered by KLH, including but not limited to:

- 1) All individuals, including corporate and other entities currently occupying a KLH owned or managed rental housing unit located within the Traditional Territory;
- 2) All existing and future KLH owned or managed rental housing units located within Traditional Territory;
- 3) All individuals who have made or will make an application for KLH owned or managed rental housing within the Traditional Territory;
- 4) All individuals who are or will be homeowners occupying self-financed or KLH financed private property within the Traditional Territory; and
- 5) All contractors and inspectors retained by the KLH to support delivery of the Kanaka Bar Housing Program.

It also provides procurement and hiring guidelines for new construction, including provisions for energy efficient practices and materials.

1.5. Limitation

This policy is **not a land or land code policy**. It is simply an asset, housing in this case, and infrastructure management policy only

1.6. Amendments

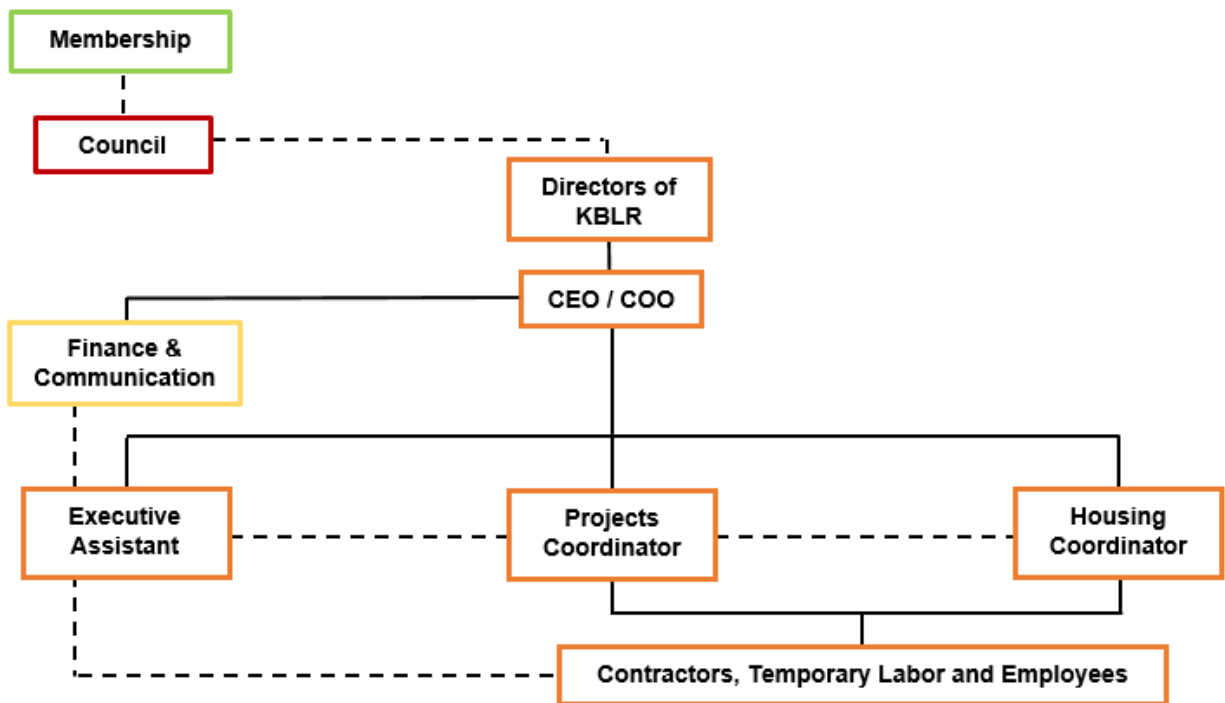
1.6.1. Amendment Procedures

- 1) Where amendments to this housing policy or the Residential Tenancy Agreement (RTA) may be required, the Chief Operating Officer (COO) shall present the proposed amendments to the Directors of KBLR who will review it with the Council.
- 2) Proposed amendments shall be posted publicly then presented discussed at a monthly General Assembly to allow for community input.
- 3) KBLR's Directors shall host an Annual Housing Policy Review meeting to update community members on proposed and enacted amendments.
- 4) Amendments take effect the date they are approved by KBLR's Directors and/or Council.
- 5) Where an amendment is approved, KBLR's Directors shall note the amendment on a policy amendment list, which will be inserted and precede the table of contents of this policy, until such time as the policy is updated with the amendments included in the body.
- 6) For the RTA, the amendments shall be made to the agreement upon approval.
- 7) Any reissued Kanaka Bar housing policy shall be identified by date and each reissue cancels and replaces all previous issues.

PART 2 - Administration of the Housing Policy

2.1. Organization Structure

The Housing Policy and associated housing activities will be administered through Kanaka Bar Land and Resources Limited Partnership (KBLR):



Daily management operations of housing and associated property is delegated to COO and will be conducted through Housing Coordinator or Projects Coordinator as required.

More specific roles and responsibilities are discussed in Section 2.4.

2.2. Principles of Housing Program Administration

Procedural Fairness

In the context of the Kanaka Bar Housing Program, procedural fairness includes:

- 1) Notice - Before making any housing decision, Housing Coordinator shall provide to affected individuals notice that affords a reasonable opportunity to know the case to be made and to respond to that case.
- 2) Right to be Heard - Before making a housing decision, Housing Coordinator shall provide affected individuals a reasonable opportunity to put forward their case as part of the decision-making process.

- 3) Delay – Housing Coordinator shall administer the housing program without undue delay.
- 4) Legitimate Expectations - Where Housing Coordinator makes clear, unambiguous and unqualified representations about the administrative process that it will follow, it shall comply with those representations provided that they are procedural and do not conflict with the mandate of the Kanaka Bar Housing Program.
- 5) Non-Discrimination and Impartiality –
 - a. Housing decisions made by Housing Coordinator shall strictly adhere to the Housing Policy, the Residential Tenancy Agreement, and all other applicable acts, laws, by-laws, standards, codes, rules or regulations adopted by the policy; and
 - b. Housing decisions shall be impartial and free from bias.

Due Diligence

Authorized representatives of KBLR, applicants, tenants, and occupants shall exercise due diligence and take reasonable care (act in good faith) to:

- 1) Ensure that all parties have a common understanding of the facts, investigate all relevant aspects of an issue and make informed decisions before moving forward; and
- 2) Exercise care to avoid harm to the rental units and properties, community properties, and other parties.

Good Faith

Authorized representatives of KBLR, applicants, tenants, and occupants shall:

- 1) Act honestly, openly, and without hidden or ulterior motives;
- 2) Raise issues in a fair and timely way;
- 3) Be constructive and cooperative;
- 4) Be proactive in providing each other with relevant information and consider all information provided;
- 5) Respond promptly and thoroughly to reasonable requests and concerns;
- 6) Keep an open mind, listen to each other and be prepared to change opinion about a particular situation or behaviour; and
- 7) Treat each other respectfully.

Tenant Support

Housing Coordinator shall, within the resources available, support tenant(s) who are proactively seeking assistance to address any rental housing and/or other housing issues before they become problems:

- 1) Housing Coordinator shall work with other Kanaka Bar departments or support organizations, to identify any available options to support the tenant(s) in resolving potential defaults.
- 2) For tenants seeking assistance, Housing Coordinator shall direct the tenants to any available resources to support the tenant(s) in resolving potential defaults.
- 3) Where the tenant(s) agree, the tenant(s) shall sign a waiver authorizing Housing Coordinator to share information related to the tenant's account/default/issue with the Kanaka Bar department or other support organization.

Records Management

Housing Coordinator shall securely and transparently maintain all records, under KLH filing system, as they relate to the provision of housing on and off reserve, including operational records, administrative records, applicant and tenant records, and financial records of members.

In accordance with record keeping requirements of the Canada Revenue Agency, Housing Coordinator shall securely and transparently keep hard copy records at the KLH office for a minimum period of seven years, and will keep digital files indefinitely.

Tenants may request in written the opportunity to review their files and further request copies of any documents within their files with reasonable notice to Housing Coordinator.

Community Engagement

Housing Coordinator shall communicate effectively and inclusively with the community members in the setting, monitoring and evaluating goals, objectives and strategies. Communication shall include but, is not limited to:

- 1) Ongoing community opportunities to suggest improvements to the delivery of housing through home visits, workshops, surveys and suggestion drop boxes;
- 2) Posting annual housing reports in the administration office;
- 3) Posting regular housing meeting minutes in the administration office and making hard copies available.

2.3. Roles and Responsibilities

2.3.1. Chief and Council

- 1) Adhering to the Principles of Housing Program Administration set out in section 2.2. of this housing policy;
- 2) Appointing a Board of Directors for KBLR;
- 3) Ensuring that KBLR, through its Directors, adheres to the Principles of Housing Program Administration set out in section 2.3. of this Housing Policy; and

- 4) Reviewing and approving housing policies, procedures and amendments. When considering new policies or amendments to existing policies, Chief and Council shall provide an opportunity for members to share their views on such policies.

2.3.2. Directors of Kanaka Bar Land and Resources Limited Partnership (KBLR)

- 1) Adhering to the Principles of Housing Program Administration set out in section 2.2. of this housing policy;
- 2) Supporting Chief and Council in developing a long term housing strategy;
- 3) Identifying and lobbying for new and ongoing housing funds and programs;
- 4) Identifying new approaches to the delivery of on-reserve housing;
- 5) Working with other First Nations and First Nation organizations to resolve issues of common purpose;
- 6) Reviewing and approving housing policies, procedures and amendments. When considering new policies or amendments to existing policies, KBLR shall provide an opportunity for members to share their views on such policies;
- 7) Appoint a Chief Operating Officer to carry out day-to-day business activities for KBLR;
- 8) Supporting the Chief Operating Officer, and other housing staff in the enforcement of housing policies and procedures; and
- 9) Delegating any of the above or other duties, as appropriate, to subsidiary operating companies.

2.3.3. Chief Operating Officer (COO)

- 1) Adhering to the Principles of Housing Program Administration set out in section 2.2. of this housing policy;
- 2) Overseeing the implementation and execution of housing administration and activities;
- 3) Monitoring the development, amendment, and effectiveness of housing policies and programs;
- 4) Researching new program options and issues that may impact delivery of the housing program;
- 5) Implementation of a long term housing strategy;
- 6) Preparing annual reports and budgets as required;
- 7) Appoint and supervise a Housing Coordinator/Projects Coordinator; and
- 8) Delegating tasks and duties to a Housing Coordinator/Projects Coordinator as necessary, to fulfill day-to-day operational requirements.

2.3.4. Housing Coordinator/Projects Coordinator

- 1) Adhering to the Principles of Housing Program Administration set out in section 2.2. of this housing policy;
- 2) Administering the housing program by applying the program policies and procedures and fulfilling work plans and job descriptions;
- 3) Reviewing all applications for housing and new construction to ensure completeness and eligibility;
- 4) Preparing all rental and new construction applications;
- 5) Creating the Annual Priority Waitlist and notifying potential tenants of their:
 - a) Annual Application Number;
 - b) Priority Rating (score); and
 - c) Position on the Annual Priority Waitlist.
- 6) Ensuring that the tenant(s) is/are provided with copies of the signed and dated Residential Tenancy Agreement, and any desired copies of the Housing Policy and all applicable Acts, by-laws, standards, codes, rules or regulations;
- 7) Carrying out or overseeing repairs and maintenance in a cost-effective manner and in accordance with the Maintenance and Inspection Schedule (Appendix D);
- 8) Recommending policy amendments to COO, as needed;
- 9) Providing an annual review of housing goals, objectives, strategies, policies and procedures;
- 10) Supporting Kanaka and KBLR in developing a long term housing strategy;
- 11) Planning and carrying out community meetings on housing programs or services;

2.3.5. Rental Tenants

- 1) Signing and abiding by the terms and conditions of the Residential Tenancy Agreement, this Housing Policy and those acts, laws, by-laws, standards, codes, rules or regulations related to the policy;
- 2) Understanding that the Residential Tenancy Agreement creates a “permission to use and occupy” landlord and tenant relationship which confers no rights of ownership whatsoever, whether in land, structures, utilities or improvements;
- 3) Exercising the role of tenant(s) with due diligence and in good faith, as set out section 2.3. of this housing policy;
- 4) Ensuring that all occupants and guests:
 - a. Are authorized, as set out in the Residential Tenancy Agreement; and
 - b. Abide by the Residential Tenancy Agreement and the Kanaka Bar Indian Band Housing Policy.

- 5) Carrying out maintenance and repairs as detailed in the Residential Tenancy Agreement and the Maintenance and Inspection Schedule (Appendix D) and notifying the Housing Coordinator within 48 hours of any required maintenance or repairs that are the responsibility of the Kanaka Bar or KLH;
- 6) Participating in unit condition assessments as set out in the Maintenance and Inspection Schedule (Appendix D) of this housing policy; and
- 7) Providing Housing Coordinator with confirmation of persons occupying a rental unit annually, or immediately upon a change of occupants as detailed in the Residential Tenancy Agreement.



2.3.6. Homeowners and Tenants in a Rent-to-Own Agreement

- 1) Signing and abiding by the terms and conditions of the Rent-to-Own Agreement (Schedule C) and/or Licence of Occupation (Schedule G) and those acts, laws, by-laws, standards, codes, rules or regulations related to the policy;
- 2) Exercising the role of on-reserve community member(s) with due diligence and in good faith, as set out in section 2.3. of this housing policy;
- 3) Ensuring that all occupants and guests:
 - a. Are authorized, as set out in the Rent-to-Own Agreement and/or Licence of Occupation.
 - b. Act in a respectful manner and with good faith in the community.
- 4) Participate in Maintenance and Inspection requirements set out in the Maintenance and Inspection Schedule (Appendix D) of this housing policy.

2.3.7. Kanaka Bar Indian Band Members

- 1) Contributing views on existing and future housing programs; and
- 2) Supporting implementation of housing goals, objectives, policies and procedures as approved by Chief and Council.

2.3.8. Contractors

- 1) Constructing and repairing the housing assets and land improvements for the Kanaka Bar Indian Band in accordance with the building code and standards of the Kanaka Bar Indian Band Housing Policy;
- 2) Honouring contracts and purchase order agreements;
- 3) Being bondable; and
- 4) Hiring and training Kanaka Bar Indian Band members where possible.

2.3.9. Certified Independent Building Inspectors

- 1) Adhering to policy and procedure of Kanaka Bar Indian Band;
- 2) Maintaining certification;
- 3) Honouring services as per laws and adopted codes; and
- 4) Understanding that they will be held financially responsible should their inspections be wrong or skewed.



PART 3 – Rental Housing and Rent-to-Own Programs

KLH owns and manages a variety of rental homes including those which are both paid for and those which are still under mortgage. Rental housing owned by KLH is used to provide temporary or long-term housing for community members. All current and future units are discussed in this section, whether they are rental or rent-to-own.

3.1. Rent-to-Own

Rent-to-own situations function as a regular rental relationship until the unit is paid off, at which point a Contract of Purchase and Sale may occur between KLH and the tenant, after receiving consent from Council. A Certificate of Ownership will be issued to the member(s), provided all conditions for transfer have been met, at which point the tenant will become a homeowner. A Licence of Occupation will also be issued to individuals with a Rent-to-Own Agreement for the identified land around the premises, which permits semi-exclusive use of the land associated with the premises.

A Rent-to-Own Agreement (see Schedule C) constitutes a contract between the tenant and KLH, which includes a clause stating the terms for transfer of ownership that will become negotiable upon the termination of the subsidy arrangement.

Steps involved in a Rent-to-Own arrangement include:

1. Tenants and a representative of KLH sign a Rent-to-Own Agreement prior to occupancy with written consent of Kanaka's leadership.
2. KLH issues a Licence of Occupation to the tenants for semi-exclusive use of the associated property.
3. Tenants pay rent plus a payment towards the capital cost of the home each month over a specified timeframe, and stay current with maintenance and renovation obligations of the housing unit.

3.2. Maintenance and Inspection by Kanaka Bar Indian Band

3.2.1. Regular Maintenance

KLH will regularly maintain and inspect their owned and rental units in order to:

- Ensure that Kanaka Bar members live in the highest quality housing.
- Identify and correct conditions which may lead to an injury or accident to residents.
- Prevent major structural and systems failures by performing regular inspections, counselling regarding repairs and/or actual replacements.

- Extend the life of the housing stock.
- Ensure that all houses are adequately insured so that they can be replaced if they are lost due to fire, flooding, etc.

Regularly scheduled activities will be conducted in accordance with the Maintenance and Inspection Schedule (see Appendix D). Tenants will complete a Maintenance/Repairs Request Form (Schedule H) for issues or damages that arise outside of this schedule and require immediate attention. Prioritization of responding to these requests will be done by Housing Coordinator.

With the exception of the following emergency situations, at least 24-hour notice will be provided to tenants to advise of any activity which requires designated personnel to enter rental premises. Emergency situations which allow Housing Coordinator or emergency responder personnel to enter a rental unit without 24-hour notice include:

1. In the case of fire, gas leak, flood, freezing up, or other immediately hazardous situation.
2. If it has been reported or is suspected that the unit has been abandoned by the tenant.
3. If illegal activity is suspected. In this is the case, a member of Council must give prior approval in writing.

3.2.2. Move-In and Move-Out Inspections

A move-in inspection will be completed jointly by Housing Coordinator and the tenant before a new tenant moves into a property. A checklist confirming the condition of the property will be reviewed and signed off by Housing Coordinator and the tenant (see Schedule F).

3.3. Allocation Policy for Rental Units

Existing rental units and any newly constructed rental units will be treated equally, and distributed in accordance with the priority waitlist, with final consideration given by the COO.

3.3.1. Eligibility and Priority Criteria

1. Eligible Persons:

People eligible for housing are as follows:

- Any Kanaka Bar member made homeless due to sub-standard housing or emergency such as fire (provided that insurance was carried on the house).

- Kanaka Bar member families. “Family” is defined as one or more persons related by blood, marriage, adoption, guardianship or operation of law, or who are not so related, but have demonstrated a stable family relationship in prior housing.
- Kanaka Bar Elders or a person with a disability.
- Kanaka Bar member who is a single parent with children or a single women pregnant at the time of application.

Consideration will be given to single people, 19 years of age and older, after the above priorities have been met. Single persons will not be provided a unit with more than two bedrooms.

2. Eligible Housing Activities

Eligible housing activities are as follows:

- First homes for Kanaka Bar members.
- Consideration will be given to any Kanaka Bar member who requires replacement of his/her house provided that the original house was constructed 25 years prior to application.
- No consideration will be given for replacement of houses not insured and damaged or destroyed by fire.
- No consideration will be given to applications from Band members if he/she is in arrears with KBLR (or its subsidiaries) and/or Kanaka Bar accounts until six months after arrears have been repaid in full.
- No consideration will be given for replacement of houses less than 25 years old unless they were poorly constructed by contractors.

3. Housing Priorities:

Housing priorities will be decided based on the number of points an application is assigned. The points are as follows:

Waiting Time	Points
Received This Year	5
Waiting 1 to 4 Years	10
Waiting 5 Years or More	15
Household Type	
Family	15
Single Parent Family	15
Homeless Family	20
Elder	10
Homeless Elder	15

Single	5
Homeless Single	10
Household Size	
Overcrowded (> 2 people/bedroom)	15
Crowded (2 people/bedroom)	10
House Condition	
Condemned	20
Emergency	
House Burned Down	25
House Uninhabitable	25
Domestic Violence	25
Discretionary	Up to 15

Housing Allocation Examples:

Family Made Homeless When House Burned Down – Have Insurance: 5 Waiting Points, 20 Household Type Points, 25 Emergency Points and 10 Discretionary = 60 points

Overcrowded Family: 10 Waiting Points, 15 Household Type Points, 10 Household Size Points and 5 Discretionary = 40 points

Single Person: 5 waiting points and 5 household type points = 10 points

4. Application/Waiting List:

- Housing Coordinator shall require a written application to determine eligibility prior to being placed on the waiting list.
- Housing Coordinator will notify the applicant in writing if he/she is determined to be eligible for new housing. At this time, the applicant will be notified how many points their application has been given, where they are on the waiting list and the average waiting time.
- Housing Coordinator will maintain a waiting list which will be updated at least annually. Applicants will be assigned their appropriate place on the waiting list based on the number of points their application has been assigned.

3.3.2. Application Procedure

Application forms are available from Housing Coordinator's office and must be fully completed. Assistance in completing the form may be requested by an Applicant.

Application Procedure:

1. Submit completed application to Housing Coordinator.
2. If possible, review the application with the Housing Coordinator.
3. Housing Coordinator will sign the application and give a copy to the applicant.
4. It is the applicant's responsibility to notify, in writing, of any change in address, family composition, and any other relevant information.
5. Any intended inaccurate or misleading information in the application will result in the applicant being disqualified.
6. Failure to notify of changes in address or other relevant information may result in the application being removed from the waiting list.

All applications must be renewed annually, and applications over 13 months old will be discarded. The Housing Coordinator must provide the prior applicant 14 days' advance notice of the application expiry.

3.3.3. Rental fees

Rental fees will be paid directly to **Kanaka Land and Holdings Ltd.**, on or before the 1st day of each month for the subsequent month.

KLH works to ensure homes are affordable for all community members. Rent levels shall be determined by the band and be based on annual operating costs (including but not limited to repayment of bank mortgages/loans, third party liability and structural insurance, repairs and maintenance). Rental fees may be reviewed on an annual basis.

Housing Coordinator will notify each household of their calculated annual rent at the time of entering into a Residential Tenancy Agreement, or if in a multi-year rental situation, on an annual basis.

Rents for Elders housing will be set equal to those of other households, but Housing Coordinator may review and amend the rental rate for Elders as necessary.

Upon receipt of rental, maintenance, and/or other monies from tenants, Housing Coordinator will issue a triplicate receipt, with copies distributed to the tenant, Housing Coordinator, and the Finance Department, and will update the digital record of tenant files.

3.3.4. Maintenance Fees

KLH intends to implement a maintenance charge of \$100/month per household, towards maintenance costs for a typical Kanaka Bar home. Any funds unused in a given year will be rolled over and used for larger maintenance and renovation items.

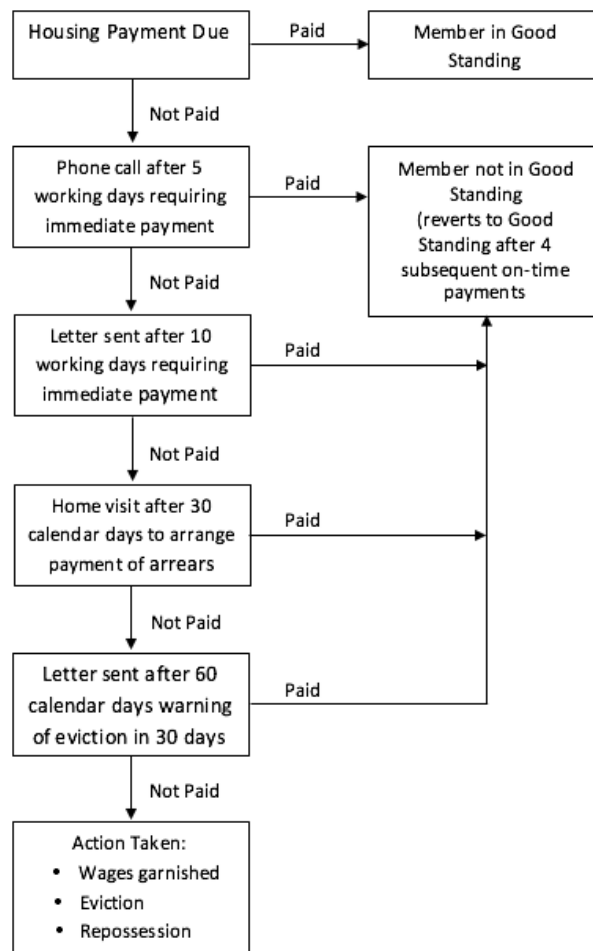
3.3.5. Insurance Fees

KLH intends to implement a mandatory insurance scheme for all Kanaka Bar houses. The cost of basic home insurance will be included in rental fees for both regular and Elder housing, but renters should purchase additional content insurance for personal items. Tenants will be requested to show proof of insurance to Housing Coordinator annually.

3.3.6. Arrears Procedures

KLH will recover all arrears through an equitable Repayment Agreement (see Schedule I). The aim of the agreement is to recover unpaid rents, maintenance fees, and other monies owed to KLH by tenants or homeowners. Ending tenancy and eviction will be considered as final options only. Housing Coordinator will deal fairly with tenants/homeowners in arrears, and make all attempts to find a viable solution for both parties.

Arrears accrued prior to March 31, 2016 will not apply to this policy, and may be dealt separately. Arrears procedures will follow the charted sequence of actions:



3.3.7. Subletting

All sublet arrangements made in regard to rental housing units, whether rental or rent-to-own, will be conducted by Housing Coordinator and subject to the rules and regulations as set out in the Sublet Tenancy Agreement (see Schedule D).

Rent will be paid directly to KLH. All rental policies, including all aspects of the Residential Tenancy Agreement, apply to the sublet tenant. The following also applies:

1. The tenant will make a request to Housing Coordinator to sublet his/her residence and state the reason and an estimated length of the sublet;
2. The tenant shall not extend the period of the sublet for an unreasonable period of time;
3. The permission to sublet will be granted at the discretion of Housing Coordinator;
4. The tenant may request a certain subtenant;
5. Housing Coordinator may suggest a certain subtenant (the intent is that both the primary tenant and Housing Coordinator are satisfied with the subtenant);
6. There shall be a selection and approval process for the subtenant and if the requested subtenant is denied the tenant must either find a suitable subtenant or the request for the sublet shall be denied;
7. The tenant, subtenant and Housing Coordinator will sign a Sublet Agreement; (see Schedule D)
8. KLH assumes no responsibility for contents; and
9. KLH has the right to require the original tenant live up to his/her original obligations under the Sublet Agreement should a sublet fail or forfeit the claim to the residence.

3.3.8. Transfer of Rent-to-Own Agreement

Tenants under a current rent-to-own agreement may transfer their agreement to another person should they be unable to fulfill the obligations of the agreement for whatever reason. The potential inheritor must apply in writing to Housing Coordinator and subsequently be approved before he/she can assume the responsibilities of the remainder of the rental arrangements. If approved, the inheritor will be responsible for all the arrears and other debts attached to the particular housing unit.

Housing Coordinator will not participate in facilitating remuneration decisions for previous payments by the original tenant. Any remuneration will be decided on between the original tenant and inheritor and will be paid privately.

3.3.9. Death of Tenant

Because tenants of KLH owned or managed rental units do not own the property, they cannot leave the home or their right of occupancy to any other family or community member. Upon the death of a tenant, the Residential Tenancy Agreement becomes void and the rental unit returns to KLH for successive rental. Should family be co-habituating with the former tenant, they will have the first option to occupy the property providing that a condition of over/under housing usage does not occur, as determined by the Housing Coordinator. A meeting will be held with the family to discuss and assess who is in the best position to take over the property and rental commitments. However, KLH is not obligated to transfer a rental housing unit to the family if a suitable successor cannot be identified.

If the tenant is in a Rent-to-Own agreement, the inheritor would follow the rules outlined in Section 3.3.8.

3.3.10. Break-up of Family

Kanaka Bar will abide by any court order from a court of competent jurisdiction pursuant to the *Family Homes on Reserves and Matrimonial Interests or Rights Act, 2013*.

In the instance where a family or marital breakdown is not taken to court, the following procedures will be used to allocate the housing unit:

1. The parent who has day to day care or custody of the children shall have the priority to remain in the rental-housing unit. The custodial parent, whether a Band member or not, is permitted to remain in the housing unit to care for the children and to continue to perform the original tenant's obligations.
 - a. If the custodial parent is not a Band member and loses custody the non-band member will be given three months' notice to remove from the premises.
2. If there are no children, and only one tenant is a Kanaka Bar member, that individual will remain in the housing unit.
3. If there are no children and both tenants are members, they are responsible for deciding who will remain in the house. Should they have an irreconcilable difference, Housing Coordinator may make the final decision.

3.3.11. Vacant and Abandoned Unit

Tenants should inform Housing Coordinator if they plan to be away from their home for 72 hours or more, especially during the winter months. This will permit Housing Coordinator to monitor the home for trespass, vandalism or other hazards. Failure by a tenant to inform Housing

Coordinator in writing of a planned absence will result in that tenant being charged for any costs related to repairing damages to the homes during that absence.

Any unit left abandoned for a period longer than two months, without written notice to Housing Coordinator and proper arrangement for its care, will be reclaimed by KLH, repaired as necessary, and reallocated to another member on the waiting list.

3.4. Renovations

Housing Coordinator will administer a renovation program for all rental and rent-to-own housing only. Homeowners or asserted homeowners are responsible for all renovations or upgrades, and must ensure any work meets the standards outlined in section 5 of this policy.

Housing Coordinator will accept and prioritize applications for renovation, maintain a wait list, and access funding. All costs associated with renovation loans, whether through CMHC, INAC, the renovation loan program or any other housing programs will be the responsibility of KLH.

Tenants are eligible to apply to Housing Coordinator for home renovations. Priority of work will be decided based on the following:

- Age of house;
- Level of maintenance provided by homeowner;
- Keeping maintenance and insurance payments up to date;
- Urgency of repairs required (see below);
- Length of time on waiting list; and
- Date of last renovations and applicability/eligibility of funding from INAC and CMHC.

Activities that qualify as renovations include:

- Roof
- Windows
- Doors – inside and outside
- Panelling
- Kitchen and bathroom fixtures (excluding appliances)
- Countertops and cabinets
- Floor
- Foundation
- Electrical
- Plumbing
- Heating

- Insulation
- Outside cladding/siding
- New paint every 10 years

Outside of painting done for wear and tear purposes, redecorating and/or cosmetic repairs are not considered to be renovations. All elements being replaced will be energy efficient to reduce utility costs and improve performance.

3.4.1. Renovation Priorities

Renovation priorities will be decided based on the number of points an application is assigned. The points are as follows:

	Points
Waiting Time	
Received This Year	5
Waiting 1 to 4 Years	10
Waiting 5 Years or More	15
Age of House	
25 Years +	15
15 to 24 years	10
8 to 14 years	5
Condition	
Substandard	15
Poor	10
Far	5
Emergency	
House Burned Down	25
House Inhabitable	25
Owner Maintenance	
Significant	10
Moderate	5
Maintenance & Insurance Payments	
Current	10
Discretionary Points	Up to 10

Renovation Points Examples:

25-year-old uninhabitable house: 5 waiting points, 25 age of house points, 25 emergency points, 5 moderate maintenance points and 5 discretionary points = 65 points

20-year-old house in poor condition: 10 waiting points, 10 age of house points, 10 condition points, 10 significant maintenance points, 10 current maintenance & insurance points and 5 discretionary points = 55 points

7-year-old house in fair condition: 5 waiting points, 5 condition points and 10 current maintenance & insurance points = 20 points

3.4.2. Renovation Application

Any household wishing to be considered for renovations must fill in the Renovation Request Form (see Schedule H) which asks for a description of the repairs. Applicants will receive a letter within one week of their application which confirms receipt of their application, whether they are eligible or not, the priority their application has been given, and the average waiting time.

When the application is approved in principle, the tenant will be notified and asked to come in and discuss their plans in more detail with the Housing Coordinator.

1. The Housing Coordinator will have a qualified inspector go through the house and do a cost estimate and find out sources of funding (Council, INAC or INAC etc.)
2. The Housing Coordinator will create a renovation project plan and timeline, build a project team and budget for the renovation project.
3. The Housing Coordinator will discuss the project plan with COO and seek approval about whether or not to proceed. If yes, the Housing Coordinator will prepare the appropriate paperwork. If no, the Housing Coordinator will notify the applicant in writing, stating the reasons for it being turned down.

All the necessary paper work will be completed by the Housing Coordinator. After receiving the approval of renovation project, contractors will be selected to do the renovations.



PART 4 - Home Ownership

4.1. Private Construction and Ownership

Kanaka Bar members may choose to obtain private funding for construction of a new home. A privately-owned house is not financially dependent on KLH or the Kanaka Bar. Although the mortgage may be secured through one of the loan guarantee programs facilitated by KLH or Kanaka Bar, the homeowner is fully responsible for all the financial arrangements for the residence.

Home ownership may be achieved by building a new house, transferring ownership of an existing home or a historical agreement of ownership. Homeowners must follow the Kanaka Bar Housing Policy when building, purchasing or renovating a home or when requiring services or applying for funding that flows through the Kanaka Bar Indian Band.

Steps involved in a private ownership include:

1. Homeowners apply to Housing Coordinator for permission to build a new home or move an existing home into the community on a pre-existing lot or new lot.
2. COO discusses the application with Council
3. Upon granting permission, KLH allocates a suitable lot. If not already serviced, KLH will provide services up to the edge of the lot for new construction but the homeowner is responsible for the design, construction and operations for the waterlines, septic, roads and landscaping plus connection, payment and disconnection of all utilities (including gas, water, phone, cable or others) to the lot.
4. The homeowner(s) must sign a Maintenance and Insurance Agreement.
5. KLH and the homeowner(s) sign a Licence of Occupation Agreement.

Any home construction, including that which is privately funded, must adhere to the standards and policies outlined in Section 5 of this Housing Policy.

4.2. Allocation Policy for Home Ownership

4.2.1. Eligibility

Only Kanaka Bar members may own housing units on Kanaka Bar land.

- a. Homeowners and KLH or Kanaka Bar may grant occupancy rights only to non-band members.
- b. KLH will grant any homeownership documentation to Kanaka Bar members only.

In addition, applicants must meet the following minimum requirements:

- a. Be a member-in-good-standing with the Kanaka Bar;
- b. Be at least 18 years old;
- c. Meet private lending institution requirements for mortgage;
- d. Provide an actionable plan for new construction or moving of an existing housing unit onto 'reserve'; and
- e. Ensure that inspections and approvals meet standards detailed in section 5, at homeowner cost.

Although Housing Coordinator may assist with an application, potential homeowners must apply for mortgages through a financial institution and, if successful, are solely responsible for all financial or other obligations resulting from that agreement. Neither KLH nor Kanaka Bar will offer guarantees or private mortgage or renovation loans to members.

At present, KLH will cover the associated internal administrative costs for guiding successful applicants through the homeowner process, but this cost will be reviewed periodically and may be passed to the applicant in the future.

4.2.2. Application Procedures

Application forms are available from at the Housing Coordinator's Office and must be fully completed.

Application Procedure:

1. Submit completed application to Housing Coordinator.
2. If possible, review the application with the Housing Coordinator.
3. The Housing Coordinator will sign the application and give a copy to the applicant.
4. It is the applicant's responsibility to notify Housing Coordinator, in writing, of any change in address, family composition, and any other relevant information.
5. Any intended inaccurate or misleading information in the application will result in the applicant being disqualified.
6. Failure to notify Housing Coordinator of changes in address or other relevant information may result in the application being removed from the waiting list.

All applications must be renewed annually, and applications over 13 months old will be discarded. Housing Coordinator must provide the prior applicant 14 days' advance notice of the application expiry.

Eligibility notification and prioritization will be conducted using Schedule A forms adapted for ownership.

4.2.3. Maintenance Fees

KLH intends to implement a maintenance charge of \$100/month per household, towards maintenance costs for a typical Kanaka Bar home. Any funds unused in a given year will be rolled over and used for larger maintenance and renovation items.

Maintenance fees are due on the 1st day of each month, for the upcoming month. The fee will cover the following services:

- Garbage pickup;
- Snow clearing;
- Road maintenance;
- Water and sewer; and
- Access to the Maintenance Department for enquiries (subject to availability and subject to a service rate payable by the homeowner).

Additional home maintenance services, comparable to those provided to rental units, may be offered to homeowners at an additional cost (to be determined by Housing Coordinator).

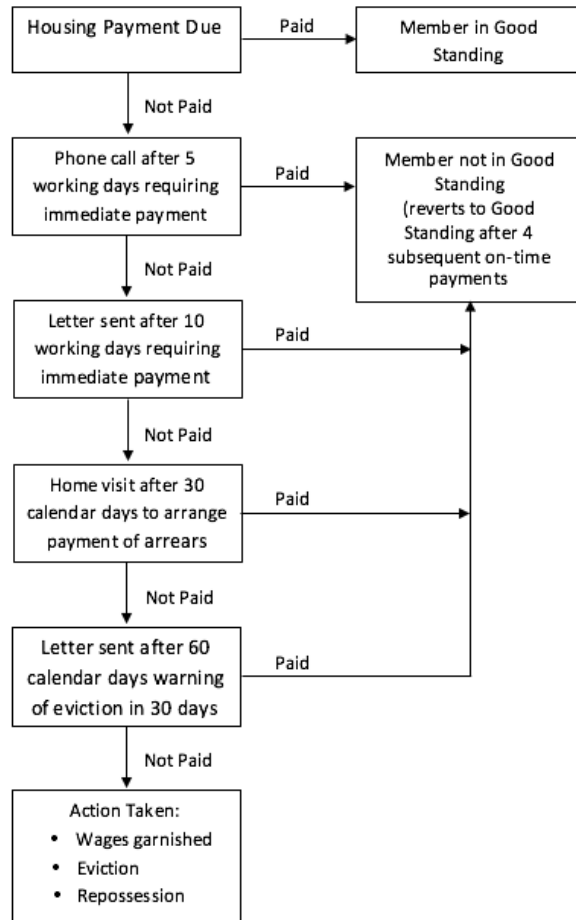
4.2.4. Insurance Fees

KLH intends to implement a mandatory insurance scheme for all Kanaka Bar houses. All homeowners are required to purchase insurance and show proof to the Housing Coordinator.

4.2.5. Arrears Procedures

KLH will recover all arrears through an equitable Repayment Agreement (see Schedule I). The aim of the agreement is to recover unpaid rents, maintenance fees, and other monies owed to KLH by tenants or homeowners. Ending tenancy and eviction will be considered as final options only. Housing Coordinator will deal fairly with tenants/homeowners in arrears, and make all attempts to find a viable solution for both parties.

Arrears procedures will follow the charted sequence of actions:



4.2.6. Responsibilities of Homeowners and Kanaka Land and Holdings Ltd.

See Schedule G for the Maintenance and Insurance Agreement Form, to be signed by the homeowner and KLH

Homeowners

Maintenance

The homeowner is obligated to perform and assume the cost of all routine, non-routine and preventative maintenance needs of the home and property. The homeowner will be responsible for all maintenance of the home, including all repairs and replacements (including those necessitated by damage from any cause) both inside and outside the house.

- It shall be the responsibility of the homeowner to obtain the services of outside workmen or contractors to make necessary repairs. Cost of repairs are the responsibility of the homeowner.

- The homeowner shall notify Housing Coordinator to ensure that the proper action can be taken to correct any defects found during the warranty period of an appliance or equipment.

Persistent lack of maintenance and/or failure to purchase adequate insurance may result in a re-evaluation of participation in our housing program.

Inspections

Housing Coordinator will schedule and conduct specific maintenance and inspection activities as are provided for by the maintenance fee (see Section 4.2.3.), including:

1. Roof
2. Major plumbing, including septic
3. Furnace

Homeowners will be given at least 24 hours notice of scheduled maintenance or inspections, unless in the case of a priority action for which the homeowner has granted permission for maintenance personnel to conduct the work.

Home and Contents Insurance

It is the responsibility of the homeowner to purchase adequate house insurance to replace both the house and contents in the event the house is destroyed by fire or flood. If adequate insurance is not held, KLH will not bear the replacement or renovation cost.

Kanaka Land and Holdings Ltd.

Housing Coordinator shall be responsible for co-ordinating counselling programs to train and advise potential homeowners of their maintenance and insurance responsibilities prior to occupancy.

Maintenance

On or before occupancy, Housing Coordinator will give the homeowner an operations and maintenance manual which includes maintenance tips as well as a list of applicable contractors', manufacturers' and suppliers' warranties including the items covered and the periods of the warranties.

Inspections

Housing Coordinator will be responsible for conducting a final inspection of new homes, accompanied by the inspector and contractor. During the inspection, Housing Coordinator will advise the resident on proper maintenance techniques, energy conservation and preventive, routine and non-routine maintenance measures.

Housing Coordinator will inspect each home at least once per year and will confirm that the homeowner is completing all required home maintenance and has current house insurance. Failure to complete maintenance will result in Housing Coordinator providing the homeowner with a list of required work and a deadline for the work to be completed. If the work is not completed by the deadline, Housing Coordinator will have the work completed and will invoice the homeowner.

4.3. Individually-Owned Rentals

The homeowner is responsible for managing the rental of his/her home and for any damage that may take place by the tenants. KLH will not become involved in private rentals, however, the homeowner must have the renter sign a Residential Tenancy Agreement (a template is available from Housing Coordinator). KLH will hold the homeowner(s) responsible for any contravention of the tenancy agreement by the renter of the privately-owned home.

4.4. Transferability of Certificates of Ownership and Licences of Occupation

Homeowners have three options for transferring ownership:

1. Sale to another Kanaka Bar member;
2. Bequeath to another Kanaka Bar member (as stated in a Will or other legal document); or
3. Sale to Kanaka Land and Holdings Ltd.

In the event of death of a homeowner who does not have a legally binding Testament of Will (or similar) in place, Housing Coordinator will meet with other occupants or the home or family members to discuss the options for home transfer/sale. If no family members are available, Housing Coordinator will act on behalf of the deceased and decide on the best option.

PART 5 – New Construction

KLH's guiding principles for any new construction process are as follows:

1. Houses are to be built on designated residential lots. Land issues and plans must be settled with Council before ground is broken;
2. Access to services must be approved and in place before construction begins;
3. Blue prints and site plan must be approved by a licensed housing inspector;
4. A six-part inspection process will be put in place before construction begins and be conducted by an approved code-compliance inspector, to address quality and ensure code requirements are met at the following levels of completion;
 - a. Site preparation
 - b. Foundation
 - c. Framing
 - d. Lock up
 - e. Plumbing
 - f. Electrical
 - g. Completion
5. Deficiencies will be corrected as per the inspector's requirements. The inspector has the authority to stop work until deficiencies are corrected and Housing Coordinator will have authority to enforce the inspector's requirements—including closing down the building site until deficiencies have been corrected and the inspector has approved the corrections.
6. Agreements and contracts will be made in writing with all labour and trades contractors;
7. All contractors and trade contractors working for Kanaka Bar and/or KLH must have liability insurance;
8. Final payment will not be made until the work has been inspected and accepted;
9. Materials must be specified and be of acceptable quality (an assessment to be made by the professional construction manager);
10. Materials must take into account green building practices and energy efficiency concerns;
11. All buildings under construction will carry building fire insurance;
12. All building sites will be BC Work/Safe compliant;
13. Deficiencies are the responsibility of the contractor and must be remediated before the house is occupied and final payment is made; and
14. The tenant will not be permitted to occupy the house until the final inspection is completed and the tenancy agreement is signed between the tenant and KLH.

KLH is responsible for the costs associated with construction of new rental units, including the upfront costs of rent-to-own units. For rental units, KLH will make all the final decisions regarding the plans, design and materials used.

5.1. New Construction Standard

All new housing, whether under rental, rent-to-own, private, or other agreements, will be constructed to meet at minimum the quality standards put forth by the 2012 British Columbia Building Code, including the Energy Efficiency Standards included in Section 9.36.

5.1.1. Building Inspections

All new home construction and renovations, including private homes, must use a KLH-approved Certified Building Code Inspector and file building inspection reports with Housing Coordinator as follows:

1. Inspections in the following order must be submitted to Housing Coordinator:
 - a. Site preparation;
 - b. Foundation;
 - c. Framing;
 - d. Lock up;
 - e. Plumbing/electrical; and,
 - f. Final inspection.
2. Inspections must be carried out as building progresses and infractions corrected before construction continues; and,
3. Should Housing Coordinator not receive building inspection reports they will post a stop work order and cease construction activity until acceptable building inspection reports have been submitted or infractions have been fixed.

5.2. Subdivision and New Lot Development

Housing Coordinator is responsible for creating a subdivision strategy and plan, subject to approval by Council. At minimum, the strategy for developing subdivisions and/or new lots will be triggered by reaching 80% available capacity of existing housing.

PART 6 - General Policies

6.1. Pets

Any households will be permitted to have pets, limited to common household species, such as dogs, cats, fish, birds, rabbits, or rodents. Pets must be kept as companion animals and abide by the following rules:

1. Households will be allowed to keep no more than two cats and/or dogs. More of the other species will be approved at the discretion of Housing Coordinator;
2. Are cared for properly in a safe, sanitary and healthy manner;
3. Do not threaten the landlord, or other occupants, community or other animals;
4. Do not disturb other occupants or cause a nuisance to the neighbourhood;
5. Do not cause damage to the residential property;
6. Are under the control of the owner;
7. No animal breeding in band units;
8. Individuals must ensure animals are safely secured at all times (i.e. tied, leashed, etc.);
and
9. Do not require modification to the residence.

A pet damage deposit will be required for pets inhabiting a rental unit or the associated yard. Pet owners have a three-month probationary period. There may be periodic home visits from Housing Coordinator for rental units.

6.2. Yard and External Infrastructure

Rental tenants/homeowners must maintain yards in a clean state, free of hazardous objects or materials. Upon request from Housing Coordinator, excess items in yards must be removed from yards within 14 days, or will be removed by Housing Coordinator with the tenant/homeowner charged at cost.

External infrastructure, including buildings, smokehouses, carports, patios or sun decks, garages, gazebos, etc. which are not included for in a Residential Tenancy Agreement, must be maintained by the tenant/homeowners in a good state of repair and not cause any risk to surrounding infrastructure. If any structure is found to cause risk, through home inspection or otherwise, Housing Coordinator has the right to take it down or require the homeowner to take it down.

6.3. Home-based Business

Any homeowner/tenant must not use their premises for the operation of a business without prior written approval from Housing Coordinator. Individuals wishing to operate a home-based

business must make a formal written application to Housing Coordinator, and ensure that it meets the following conditions:

1. The business activity will not disrupt the residential nature of the community;
2. The business will not require permanent structural changes to the unit (not applicable to homeowners);
3. The homeowner/tenant provides a certificate of insurance for the business with sufficient liability coverage;
4. Rental tenants shall be liable for any damage or injury whatsoever caused by the business, clientele, and/or customers and shall pay the landlords (Kanaka Bar or otherwise) or landlord's agents or employees immediately, upon demand for any and all cost incurred by the landlord as a result of damage or injury caused by the business; and
5. The rental tenant agrees to indemnify, hold harmless and defend the landlord and all the landlord's agents and employees against all liability, judgments, expense (including attorney's fees, or claims by third parties for any injury or any person or damages to property of any kind whatsoever caused by the tenant's business.

6.4. Common Property

All rental tenants and homeowners will refrain from damaging, vandalizing, or otherwise harming Kanaka Bar common property, including community buildings, outdoor space and playgrounds, roads, water systems, etc. Any damages sustained by the actions of a Kanaka Bar member or their guest(s) will be reported to the RCMP, and if the accused is found guilty, may result in the termination of any Residential Tenancy Agreements and eviction from the community.

6.5. Storage and Handling of Dangerous Goods

All dangerous goods must be stored and handled in the proper manner; failure to do so may cause for eviction.

Dangerous goods include but not limited to combustibles, explosives, fire arms. Other hazardous goods include but are not limited to; waste oils, paint, solvents, corrosive substances, batteries, fertilizer, pest control products such as rat poison, and weed killer. Products combined for the production of illegal drugs are also prohibited.

Storage and handling requirements

1. Fire Arms
 - a. Tenants must be licensed in accordance with the *Firearm Act*;
 - b. Discharge of firearms, pellet guns, slingshot, bow and arrows is not permitted in the residential areas;

- c. Ammunition for firearms must be kept in a safe location; and
 - d. Under no circumstance will any firearm be stored loaded.
2. Dangerous Goods
- a. Depending on type may need to be kept under lock and key or in an area where they are safe from children or contaminating the site.

6.6. Complaints and Dispute Resolution

From time to time, Kanaka Bar members may disagree with a decision made respecting housing, including allocation, housing payment collection & enforcement, maintenance & insurance, renovations, cleanup requests, damage to common property *etc.* The following steps should be followed to make and resolve a complaint. This policy should not be used for complaints about the quality of construction or renovations. Complaints of this nature should be directed to the Housing Coordinator, who will record the concerns on a deficiency list.

The Housing Coordinator will use the Complaints Tracking Form (see Schedule J) to record progress in resolving the complaint.

Step 1:

1. The Band Member will put their complaint in writing and give it to the Housing Coordinator.
2. The Housing Coordinator will acknowledge receipt of the complaint in writing within 5 working days of receiving it. This letter will also provide a date and time for a meeting with the Housing Coordinator to discuss the complaint in more detail.
3. After the meeting takes place, the Housing Coordinator will reconsider the original decision, based on the additional information, and make a determination. The determination will be forwarded to the complainant within 5 working days of the meeting.
4. If the complainant is satisfied with the determination, the complaint is considered resolved.
5. If the complainant is dissatisfied with the determination, the complaint should move to Step 2.

Step 2:

1. The Housing Coordinator will make copies of all the correspondence, including the original complaint and forward it to the COO.
2. The COO will review the file and make a recommendation about resolving the complaint. The Housing Coordinator will write to the complainant to inform him/her about their decision.
3. If the complainant is satisfied with the decision, the complaint is considered resolved.

4. If the complainant is dissatisfied with the decision, the complaint should move to Step 3.

Step 3:

1. The complainant should forward a copy of all paperwork respecting the complaint to Directors of KBLR who can discuss the case and seek advice of Council. The COO will provide a copy of the file to the complainant as well as Directors.
2. The decision of the Directors is considered final and binding on all parties.



Appendix A. Glossary of Terms

Adult

Means a person over the age of majority under Provincial Law.

Amendment

Means a change in the words or meaning of the Kanaka Bar Indian Band Rental Housing Policy or Residential Tenancy Agreement. Amendments must follow the procedures set out in section 1.5 of this housing policy.

Appeals

Means the second level of dispute resolution, where a Kanaka Bar Indian Band member may request that KLH change a decision.

Applicant or Applicants

Means a person, or persons, applying in accordance with this housing policy to occupy a rental housing unit or construct on a lot owned and administered by KLH

Arrears

Means unpaid rent or other housing payments, such as unresolved tenant damage, owed to the KLH

Authority

Means the power to give orders, make decisions, and enforce obedience.

Authorized Representatives of the First Nation

Means, a person or body (committee, corporation, authority or similar structure) wholly controlled by the Kanaka Bar Indian Band Chief and Council and created for the purpose of administering the housing assets of the community in accordance with the policies and procedures duly approved by that Council.

By-law

Means a law passed by Chief and Council and approved by the Minister of Aboriginal Affairs and Northern Development Canada, as set out in sections 81 and 83 of the Indian Act.

Canadian Human Rights Act

Means the Canadian Human Rights Act, R.S.C. 1985, c.H-6.

Certified Independent Building Inspector

Means a building inspector that has documented certification from a recognized professional industry organization and is qualified to perform building code inspections.

Recognized professional industry organizations may include federal or provincial building officers/officials organizations such as the Alliance of Canadian Building Officials Association (or any of its provincial members) or the Canadian Association of Home and Property Inspectors (or any of its provincial Chapters).

Canada Mortgage and Housing Corporation (CMHC)

CMHC is a federal public corporation that governs the building of homes throughout Canada for all citizens that borrow money from a bank to build their homes, on or off reserve.

Community

Means the Kanaka Bar Indian Band.

Chief

Means the person duly elected as Chief according to Kanaka Bar Indian Band's Election Code.

Council

Means the duly elected Chief and Council according to Kanaka Bar Indian Band's Election Code.

Councillor

Means a person duly elected as Councillor according to Kanaka Bar Indian Band's Election Code.

Damage

Means physical harm to a rental property, unit, fixtures or its contents and includes physical harm caused by theft, fire, flood, earthquake or vandalism.

Damage also includes willful damage by the tenant(s), occupants, guests, or pets of the occupants or guests such as carpet, flooring or countertop stains or markings, damage to drywall, doors, windows or appliances and damage caused by neglected maintenance procedures.

Default

Means the omission or failure to fulfill an obligation by any party that has signed and dated a Residential Tenancy Agreement.

Dependant

Means a person who lives with and relies on another person, especially a family member, for financial support, due to a low income or a disability.

A Dependant may be any of the following relatives of you or your spouse or common-law partner:

- Child (either biological or legally adopted);
- Parent;
- Grandchild;
- Grandparent;
- Brother or Sister;
- Nephew or Niece;
- Brother-in-Law or Sister-in-Law; or
- Aunt or Uncle.

Discrimination

Means an action or a decision that treats a person or a group negatively for reasons such as their race, age disability. These reasons are known as grounds of discrimination.

Discrimination happens when someone is denied an opportunity benefit or advantage, such as a job, promotion, service or housing, because of race, age, disability or another grounds of discrimination.

Dispute Resolution

Means all of the options and processes available to resolve on-reserve housing disputes between a Kanaka Bar Indian Band member and the Kanaka Bar Indian Band or Kanaka Bar Land and Resources Limited Partnership, as set out in sections 6.6 and Schedule J of this housing policy.

The dispute resolution process provides for a review of information and verification that decisions made were in compliance with the Kanaka Bar Indian Band Housing Policy, Residential Tenancy Agreement, Canadian Human Rights Act and all other applicable acts, by-laws, standards, codes or regulations.

Disturbing the Peace

Means when a person's words or conduct jeopardizes the right of neighbouring tenants, occupants or home owners to the quiet enjoyment of their dwelling.

Emergency Situation

Means an immediate, urgent, and critical situation of a temporary nature, regardless of its cause, which may seriously endanger or threaten the lives, health, or safety of individuals.

Elder

Means a Kanaka Bar Indian Band member who is over 60 years of age.

Eligible Applicant or Applicants

Means a person, or persons, who has/have submitted a complete Rental Housing Application or Construction Application that satisfies the Eligibility Requirements set out in sections 3.3.1. and 4.2.1. of this housing policy.

Eviction

Means an action taken by the KLH to remove a tenant(s) and/or occupants from a rental unit for failure to honour the conditions of (default on) their Residential Tenancy Agreement, as set out in Schedule B of this housing policy.

Excessive Noise Due to Pets

Means noise due to pets that impacts the right of neighbouring tenants, occupants and home owners to the quiet enjoyment of their dwelling.

Good Financial Standing

Means not owing any money to KBLR (or its subsidiaries), or, if money is owed, that the repayment of owed money is current.

Guest

Means a person who is not listed in the Residential Tenancy Agreement and is temporarily on the premises, with the permission of the tenant(s), and KLH if present for more than 30 days.

Hazardous Materials

Means a solid, liquid or gas that can harm people, property or the environment. These include materials that are flammable, explosive, corrosive, toxic, radioactive, pathogenic, oxidizing or allergenic.

Household Family Unit

Means a spouse (common-law or married), parent, child, brother and/or sister.

Housing Coordinator

Means the position within Kanaka Bar Land and Resources Limited Partnership that is responsible for delivery and administration of Kanaka Bar Indian Band housing programs and services as set out in this Housing Policy.

Immediate Family

Means a spouse (common-law or married), parent, child, brother and/or sister.

INAC

Means Indigenous and Northern Affairs Canada, formerly known as Aboriginal and Northern Development Canada (AANDC) and/or, as the Department of Indian and Northern Affairs Canada (DIAND).

Indian Act

Means the Indian Act R.S.C. 1985, c.I-5.

Kanaka Bar Indian Band Member or Member

Means an individual whose name appears on the Kanaka Bar Indian Band List or is entitled to appear on the Kanaka Bar Indian Band Band List, as set out in section 6(1) of the Indian Act.

Kanaka Bar Indian Band Housing Policy

Means this Housing Policy as adopted and established by the Kanaka Bar Indian Band Chief and Council March 31, 2016, including amendments from time to time.

Landlord

Means the owner of a house, apartment, condominium, land or real estate which is rented to an individual(s), who is/are called a tenant(s).

Membership Status Number

Means a number allocated to an individual, by the Kanaka Bar Indian Band, that:

- 1) Recognizes the individual as a duly certified member of the Kanaka Bar Indian Band; and
- 2) Conveys the rights and privileges of membership as determined by the Kanaka Bar Indian Band.

Minor

Means a person under the age of majority under Provincial Law.

National Occupancy Standards (NOS)

Means standards that are comprised of the common elements of provincial/territorial occupancy standards. The NOS determines the number of bedrooms a household requires given its size and composition.

Non-First Nation Member

Means a person who is not entered, or entitled to be entered, on the Kanaka Bar Indian Band Band List.

Normal Wear and Tear

Means deterioration that takes place over time from the use of residential premises, even when the tenant provides reasonable care and maintenance.

Obligation

Means an act or course of action to which a person is morally or legally bound.

Occupancy

Means to be granted a temporary right of exclusive residence and peaceful enjoyment of a premises for a length of tenancy as set out in the Residential Tenancy Agreement. Occupancy does not confer any ownership rights to the residence or land and is less than the full right of possession as defined in section 20 or 28(2) of the Indian Act.

Occupant

Means dependents and authorized occupants of the tenants, as set out in the Residential Tenancy Agreement.

Occupy

Means a temporary right of exclusive residence and peaceful enjoyment of a premise granted for a length of tenancy as set out in section 6 of the Residential Tenancy Agreement. This right to occupy does not confer any ownership rights and is less than the full right of possession as defined in sections 20 or 28(2) of the Indian Act.

Over-housed

Means having too many bedrooms for the size of household; generally considered to be less than one person per bedroom.

Pet Damage Deposit

Means a deposit paid by the tenant to KLH to cover damage that may be caused by a pet residing on the rental premises.

Premises

Means a building or residential unit and any lands deemed to be associated with it by virtue of its inclusion in the Residential Tenancy Agreement.

Priority Rating

Means a score (Priority Rating) assigned to a rental housing application or lot acquisition application by Housing Coordinator, in accordance with the Priority Rating Criteria and Points Allocation System set out in section 3.3 of this housing policy.

Property Insurance

Means insurance coverage against risks to rental property, unit and fixtures such as theft fire, flood, earthquake or vandalism.

Reasonable Grounds

Means when a tenant meets or exceeds any of the thresholds that govern the maximum number non-compliance incidents within the policy areas set out in this housing policy.

Rent

Means the monthly amount paid or required to be paid by a tenant to KLH to occupy a rental property.

Rental Unit

Means a single family dwelling or apartment that is owned or managed by KLH and rented to Kanaka Bar members.

Rental Property

Means a single family dwelling or apartment that is owned or managed by KLH, as well as, any lands deemed to be associated with it by virtue of its inclusion in the Residential Tenancy Agreement.

Residential Tenancy Agreement

Means a written, signed and dated Agreement between KLH and a tenant for the permission to occupy a rental unit. It sets out the covenants and responsibilities of both parties in accordance with the Kanaka Bar Indian Band Housing Policy, Residential Tenancy Agreement and applicable laws, by-laws, standards, codes, rules and regulations.

Regulation

Means any regulation or regulatory authority flowing from either a local law of the Kanaka Bar Indian Band or enabled by any applicable law of general application.

Responsibility

Means a duty or task that one is required to fulfill as stated in this Housing Policy and agreed upon in the Residential Tenancy Agreement.

Single Family Dwelling

Means a single dwelling unit that is completely separated by open space on all sides from any other structure, except its own garage or shed. Single Family Dwellings are intended to be occupied by a Household Family Unit.

Security Deposit

Means a deposit paid by the tenant to KLH to cover losses to that may occur during the tenancy (i.e. damage to the rental unit).

Tenancy

Means an Agreement by which an owner of real property (the Landlord/First Nation), grants another person or persons (the tenant(s)) quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of a rental premises, for the duration of the Agreement.

Tenant or tenants

Means a person or persons who enter into a Residential Tenancy Agreement with KLH (Landlord) in return for the right to occupy a rental unit.

Tenant Damage

Means damage caused to a rental premise as a result of wilful damage or neglect by the tenant(s), occupants, guests, or pets of the occupants or guests, such as carpet, flooring or countertop stains or markings, damaged drywall, doors, windows or appliances and damage caused by neglected maintenance procedures.

Tenant Contents Insurance

Means insurance purchased by a tenant that provides coverage for the tenant's personal property against perils such as fire, theft and vandalism.

Term

Means a fixed or limited period for which something, such as a Residential Tenancy Agreement, lasts or is intended to last.

Terminating a Tenancy for Cause

Means to terminate a tenancy (issue an Eviction Notice) because a tenant(s) has/have defaulted on one or more of their obligations or promises as set out in a signed and dated Residential Tenancy Agreement.

Under-housed

Means having too few bedrooms for the size of household; generally considered to be more than two persons per bedroom.

Unlawful Activities

Activities that are expressly or implicitly prohibited by any law of the Kanaka Bar Indian Band or any law of general application that applies on-reserve are considered to be illegal and unlawful. Such activities include, but are not limited to:

- 1) The production, consumption and/or trafficking of drugs;
- 2) Activity related to gangs and organized crime;
- 3) The possession, use and/or selling of unregistered or illegal firearms;
- 4) Uttering Threats;
- 5) Verbal, physical or sexual abuse;
- 6) Bootlegging;
- 7) Use of the residence for the consumption of illegal drugs;
- 8) Production or distribution of child pornography; and
- 9) The possession or trafficking of illegal cigarettes.

Vandalism

Means deliberately damaging or destroying public property or someone else's private property.

Vandalism includes such actions as breaking windows, spray painting a wall with graffiti, tire slashing, arson or ransacking a property, its structure, fixtures and/or its contents.

Willful of Intentional Damage

Means any destruction or marring of a rental unit or property, including any act or omission that renders any part of the Premises dangerous, useless, inoperative or unsightly and occurs as the result of an intentional act or omission or negligence on the part of the tenant(s), the tenant's immediate family, occupants, guests or pets.

Working Days

Means business days between and including Monday to Friday and excluding public holidays and weekends.

Appendix B. Application of Laws, By-Laws, Acts, Standards, and Codes

Application of the Residential Tenancy Agreement

The Residential Tenancy Agreement

Any change or addition to the Residential Tenancy Agreement must be agreed to in writing, signed, dated and each page initialed by both Housing Coordinator and the tenant(s). If a change is not agreed to in such manner, or is unreasonable, it is not enforceable.

The requirement for agreement does not apply to:

- 1) Rent increases given in accordance with section 3.3.3. of the Housing Policy; or
- 2) A withdrawal of, or a restriction on, a service or facility that is given in accordance with this Rental Housing Policy; or
- 3) A term in respect of which KLH or tenant(s) has/have obtained a Dispute Resolution Order that the agreement of the other is not required.

Application of the Canadian Human Rights Act (CHRA)

Prior to its repeal in 2008, Section 67 of the Canadian Human Rights Act explicitly prevented people from filing discrimination complaints on issues governed by the Indian Act, including such matters as Band/First Nation membership, land use regulation and the allocation and provision of housing and other services.

In June 2011, following a three-year transition period, First Nations in Canada became fully subject to the Canadian Human Rights Act.

Purpose of the Canadian Human Rights Act

The purpose of the Canadian Human Rights Act to ensure all individuals have an equal opportunity to make for themselves the lives that they are able and wish to have, without being hindered in or prevented from doing so by discriminatory practices.

First Nation Legal Traditions and Customary Laws

The Canadian Human Rights Act includes a provision that requires the Commission, the Tribunal and the courts to consider First Nations legal traditions and customary laws when applying the Act.

This rule has certain limits. First Nation legal traditions or customary laws must respect gender equality.

Constitutional Jurisdiction for First Nation Human Rights

The constitutional jurisdiction for First Nation human rights will vary from one First Nation to another.

Generally speaking, the division of jurisdiction is based on whether the essential nature of an operation falls under federal, provincial, territorial or First Nation legislative competence.

Federal Jurisdiction

The Commission and Tribunal were created by the federal government to administer the Canadian Human Rights Act by protecting the core principle of equal opportunity and promoting a vision of an inclusive society free from discrimination by:

- 1) Promoting human rights through research and policy development;
- 2) Protecting human rights through a fair and effective complaints process; and
- 3) Representing the public interest to advance human rights for all Canadians.

The Canadian Human Rights Commission and Tribunal are legally responsible for the regulation of First Nation human rights as they relate to:

- 1) First Nations operating under the Indian Act; and
- 2) Self-Governing First Nations that have not enacted their own Human Rights models.

Provincial or Territorial Jurisdiction

Not every organization run by First Nations people or located in a First Nations community is federally regulated. Provinces and territories also regulate businesses and service providers, like restaurants and grocery stores. They also have their own human rights laws dispute resolution processes.

In cases where the jurisdiction falls under provincial or territorial jurisdiction, complainants can access the applicable human rights complaint process.

First Nation Jurisdiction

On-reserve human rights may also be administered and regulated by self-governing First Nations that have enacted their own Human Rights models.

Human Rights and On-Reserve Tenancy

The provision of on-reserve rental housing is subject to sections 5 and 6 of the Canadian Human Rights Act which read:

Section 5 of the CHRA: Denial of good, service, facility or accommodation

5. It is a discriminatory practice in the provision of goods, services, facilities or accommodation customarily available to the general public

(a) to deny, or to deny access to, any such good, service, facility or accommodation to any individual

or

(b) to differentiate adversely in relation to any individual, on a prohibited ground of discrimination.

Section 6 of the CHRA: Denial of commercial premises or residential accommodation

6. It is a discriminatory practice in the provision of commercial premises or residential accommodation

(a) to deny occupancy of such premises or accommodation to any individual, or

(b) to differentiate adversely in relation to any individual, on a prohibited ground of discrimination.

Harassment

Section 14.1 of the Canadian Human Rights Act addresses the issue of Harassment:

It is a discriminatory practice for a person against whom a complaint has been filed under Part III, or any person acting on their behalf, to retaliate or threaten retaliation against the individual who filed the complaint or the alleged victim.

Appendix C. Maintenance and Inspection Schedule

Rental and rent-to-own homes will be inspected monthly, in addition to a comprehensive annual inspection of the units.

Owned homes will not be inspected unless requested by and paid for by the homeowner, or if the KBIB becomes aware of extenuating circumstances which endanger the community (including but not limited to dangerous goods, illegal activity, or hazards contravening the Licence of Occupation.

Seasonal and annual inspections and maintenance activities may include the following:

Fall (September 1 - November 30)

Maintenance
Turn ON gas furnace pilot light (if your furnace has one), set the thermostat to "heat" and test the furnace for proper operation by raising the thermostat setting until the furnace starts to operate. Once you have confirmed proper operation, return the thermostat to the desired setting.
If you have central air conditioning, make sure the drain pan under the cooling coil mounted in the furnace plenum is draining properly and is clean.
Have furnace or heating system serviced by a qualified service company as recommended by the manufacturer.
If the heat recovery ventilator has been shut off for the summer, clean the filters and the core, and pour water down the condensate drain to test it.
Disconnect the power to the furnace and examine the forced air furnace fan belt, if installed, for wear, looseness or noise; clean fan blades of any dirt buildup.
Remove interior insect screens from windows to allow air from the heating system to keep condensation off window glass and to allow more free solar energy into your home.
Clean leaves from eavestroughs and roof, and test downspouts to ensure proper drainage from the roof.
Lubricate circulating pump on hot water heating system.
Bleed air from hot water radiators.
Replace window screens with storm windows.
Check and clean or replace furnace air filters each month during the heating season.
Winterize landscaping, for example, store outdoor furniture, prepare gardens and, if necessary, protect young trees or bushes for winter.
Install window film, if desired.
Cover outside of air-conditioning units and shut off power.
Remove the grilles on forced air systems and vacuum inside the ducts.
Drain and store outdoor hoses. Close interior valve to outdoor hose connection and drain the hose bib (exterior faucet), unless your house has frostproof hose bibs.
Vacuum electric baseboard heaters to remove dust.
Clean portable humidifier, if one is used.

Inspections
Check sump pump and line to ensure proper operation, and to ascertain that there are no line obstructions or visible leaks.
Check to see that the ductwork leading to and from the heat recovery ventilator is in good shape, the joints are tightly sealed (aluminum tape or mastic) and any duct insulation and plastic duct wrap is free of tears and holes.
If you have a septic tank, measure the sludge and scum to determine if the tank needs to be emptied before the spring. Tanks should be pumped out at least once every three years.
If there is a door between your house and the garage, check the adjustment of the self-closing device to ensure it closes the door completely.
Ensure windows and skylights close tightly; repair or replace weatherstripping, as needed.
Ensure all doors to the outside shut tightly, and check other doors for ease of use. Replace door weatherstripping if required.
Check smoke, carbon monoxide and security alarms, and replace batteries.
Check chimneys for obstructions (such as nests) before turning on your furnace.

Winter (December 1 - February 28)

Maintenance
If you have a plumbing fixture that is not used frequently, such as a laundry tub or spare bathroom sink, tub or shower stall, run some water briefly to keep water in the trap.
Vacuum fire and smoke detectors, as dust or spider webs can prevent them from functioning.
Clean humidifier two or three times during the winter season.
Keep snow clear of gas meters, gas appliance vents, exhaust vents and basement windows.
Check and clean or replace furnace air filters each month during the heating season.

Inspections
Check the basement floor drain to ensure the trap contains water; refill with water if necessary.
Monitor your home for excessive moisture levels and take corrective action if necessary.
Check all faucets for signs of dripping and change washers as needed. Faucets requiring frequent replacement of washers may be in need of repair.
Test plumbing shut-off valves to ensure they are working and to prevent them from seizing.
Examine windows and doors for ice accumulation or cold air leaks. If found, make a note to repair or replace in the spring.
Examine attic for frost accumulation. Check roof for ice dams or icicles. If there is excessive frost or staining of the underside of the roof, or ice dams on the roof surface.
Monitor outdoor vents, gas meters and chimneys for ice and snow buildup. Consult with an appropriate contractor or your gas utility for information on how to safely deal with any ice problems you may discover.
Check electrical cords, plugs and outlets for all indoor and outdoor seasonal lights to ensure fire safety; if worn, or if plugs or cords feel warm to the touch, replace immediately.

Spring (March 1 - May 30)

Maintenance
After consulting your hot water tank owner's manual, carefully test the temperature and pressure relief valve to ensure it is not stuck. Caution: This test may release hot water that can cause burns.
Shut down, drain and clean furnace humidifier, and close the furnace humidifier damper on units with central air conditioning.
Switch on power to air conditioning and check system. Have it serviced every two or three years.
Clean or replace air-conditioning filter, if applicable.
Turn OFF gas furnace and fireplace pilot lights where possible.
Clean windows, screens and hardware, and replace storm windows with screens. Check screens first and repair or replace if needed.
Open valve to outside hose connection after all danger of frost has passed.

Inspections
Have fireplace or wood stove and chimney cleaned and serviced.
Check for and seal off any holes in exterior cladding that could be an entry point for small pests, such as bats and squirrels.
Examine the foundation walls for cracks, leaks or signs of moisture, and repair as required.
Ensure sump pump is operating properly before the spring thaw sets in. Ensure discharge pipe is connected and allows water to drain away from the foundation.
Check eavestroughs and downspouts for loose joints and secure attachment to your home, clear any obstructions, and ensure water flows away from your foundation.
Check dehumidifier and drain —clean if necessary.

Summer (June 1 - August 31)

Maintenance
Clean or replace air-conditioning filter, and clean or replace ventilation system filters if necessary.
Remove any plants that contact —and roots that penetrate— the siding or brick.
Lubricate garage door and hardware, and ensure it is operating properly.
Lubricate door hinges, and tighten screws as needed.
Disconnect the duct connected to your clothes dryer, and vacuum lint from duct, the areas surrounding your dryer and your dryer's vent hood outside.
Vacuum bathroom fan grille.

Inspections
Monitor basement humidity and avoid relative humidity levels above 60 per cent. Use a dehumidifier to maintain relative humidity below 60 per cent.
Inspect electrical service lines for secure attachment where they enter your house, and make sure there is no water leakage into the house along the electrical conduit. Check for overhanging tree branches that may need to be removed.
Check security of all guardrails and handrails.
Check smooth functioning of all windows, and lubricate as required.
Inspect window putty on outside of glass panes of older houses, and replace if needed.
Check basement pipes for condensation or dripping and, if necessary, take corrective action; for example, reduce humidity and/or insulate cold water pipes.
Check for and replace damaged caulking and weatherstripping around mechanical and electrical services, windows and doorways, including the doorway between the garage and the house.
Check exterior wood siding and trim for signs of deterioration; clean, replace or refinish as needed.
Check the chimney cap and the caulking between the cap and the chimney.
From the ground, check the general condition of the roof and note any sagging that could indicate structural problems requiring further investigation from inside the attic. Note the condition of shingles for possible repair or replacement, and examine roof flashings, such as at chimney and roof joints, for any signs of cracking or leakage.

As Needed

Maintenance
Repair driveway and walkways as needed.
Repair any damaged steps.
Clean drains in dishwasher, sinks, bathtubs and shower stalls.
Re-level any exterior steps or decks that moved as a result of frost or settling.
Deep clean carpets and rugs.