



# **Ćišaa?ath First Nation**

## Housing Policy and Procedures

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## 1.0 Definitions

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**This policy document is to be referred generally as the “Tseshaht First Nation Housing Policy”, and within this document as the “Policy” or “Housing Policy”.**

- a) **“Alteration”** means any change, alteration, renovation, substitution or replacement made to a residence, including interior work and exterior work such as fencing, walkways, roadways, out buildings.
- b) **“Appeal”** means an appeal by a member under Section 10.0 from a decision of the Housing Administrator or Housing Committee.
- c) **“Appellant”** means a member of the nation who requests an appeal by filing a Request for Appeal, in the prescribed form, with the Housing Administrator.
- d) **“Applicant”** means a member who has submitted an application and whose name has been added to the housing list.
- e) **“Application”** means a Housing Application Form, in the prescribed form, by which a member may be added to the Housing List and upon which the date of application will be stamped.
- f) **“Arrears”** means rental monies owed to the Tseshaht First Nation.
- g) **“Band-owned Home”** means any home where the Tseshaht First Nation pays the mortgage directly to the lender or financial institute.
- h) **“Criminal Activity”** includes such conduct, behavior or activity which causes any social harm or which is punishable by law.
- i) **“Elected Chief Councillor and Council”** means the lawfully Elected Chief Councillor and Councillors of the Tseshaht First Nation.
- j) **“Eligibility Criteria”** means the criteria, as approved by Elected Chief Councillor and Council, used to select tenants for homes being allocated to members on the Housing List.
- k) **“Eviction”** means the legal action taken by the Housing Department to remove a member from a band-owned unit, or individual housing on default, for failure of meeting obligations outlined in the Housing Policy and/or Tenancy Agreement and applicable attachments.
- l) **“Housing Committee”** means the Tseshaht Housing and Infrastructure Committee; an organized group of community members elected by membership for the purpose of

- assisting and supporting housing services in accordance with housing policies and procedures as approved by Elected Chief Councillor and Council and membership.
- m) **“Housing Department”** is responsible to facilitate, manage and administer the housing programs on behalf of the Elected Chief Councillor and Council.
  - n) **“INAC”** means the federal department of Indian and Northern Affairs Canada responsible for administering the Indian Act.
  - o) **“Individual Housing”** means, where a member pays a mortgage directly to a lender or financial institute.
  - p) **“Lot”** means a serviced, legally surveyed lot as identified on a survey plan that has been approved by Elected Chief Councillor and Council and any improvements on the lot and includes an existing lot.
  - q) **“Maintenance”** includes repairs and renovations needed to restore a residence to an acceptable condition.
  - r) **“Member”** means a person determined to be a member of the Nation as defined by the Tseshah First Nation’s Membership Policy.
  - s) **“Membership”** means all those individuals whose names are listed on a list of members maintained by the Tseshah First Nation.
  - t) **“Mortgage”** means where Tseshah First Nation or a member obtains financing for a home from a lender and makes regular payments.
  - u) **“Plans”** means all plans, drawings and specifications relating to the construction of, or Alteration to, any Residence or Permanent Improvements, including architectural, structural, mechanical, electrical and landscaping plans and specifications, floor plans and surveyors’ certificates.
  - v) **“Rent”** means the amount of money paid or required to be paid by a tenant to the Tseshah First Nation for the right to occupy a band-owned unit.
  - w) **“Reserve”** means all reserves of Tseshah First Nation that are set aside by Her Majesty the Queen in the right of Canada as reserves, for the use and benefit of the Tseshah First Nation.
  - x) **“Residence”** means a single family accommodation unit and includes a house, duplex, townhouse or apartment.
  - y) **“Resident”** means a member who has been allocated a residence and/or a lot or who is a member having the right to use and/or occupy such lot.

- z)** **“Spouse”** means a person who is either legally married or united by the traditional laws and customs recognized by the Tseshah First Nation to another person and is not living separate and apart from that other person; or, is living and cohabitating with another person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, for a continuous period of not less than 6 months and is being publicly represented by each other during this time period as each other’s spouse.
  
- aa)** **“Tseshah First Nation”** or **“Nation”** means the Tseshah First Nation within the meaning of Section 2(1) of the Indian Act.

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## **2.0 Introduction**

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The purpose of the Housing Policy for the Tseshaht First Nation is to provide members with safe and affordable housing that meets Canadian Health and Safety Standards.

The policies set out in this document will continue to be updated as new concerns are identified and new policies are established to address those concerns.

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## **3.0 Objectives**

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The objectives of Elected Chief Councillor and Council as expressed in this policy are to fulfill its commitment to provide better living conditions for the members of the Tseshaht First Nation while operating in accordance with clear business principles and remaining fiscally responsible and accountable to its membership.

The Policy is based on the following principles:

- That Membership is provided assistance in the provision of their basic housing needs on-Reserve.
- That continuous effort is made to achieve steady improvements in the quality of living on-Reserve.
- That the Tseshaht First Nation Housing Program be administered in a cost-effective, service-orientated and accountable manner.
- That the responsibility for housing be shared between Tseshaht First Nation Government and the Membership.
- That Membership is informed regularly of housing goals, priorities and achievements.
- That all Members be treated in a fair and equal manner in the distribution of both Residences and Lots.
- That the administrative infrastructure be separated from the political governance of the Tseshaht First Nation.

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## **4.0 Roles and Responsibilities**

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### **4.1 Membership**

- a) All members are encouraged to contribute their input into the development of housing policies and procedures for Tseshaht First Nation. This can be done at community meetings and through written submissions to the Housing Department and/or the Housing Committee.
- b) All members have a responsibility to support implementation of the Tseshaht Housing Policy once it has been approved by Elected Chief Councillor and Council and membership.

#### **4.2 Elected Chief Councillor and Council**

As the elected leaders of the Tseshaht First Nation, Elected Chief Councillor and Council will have the final decision for all housing programs and services. This means that Elected Chief Councillor and Council must approve all policies that are to be implemented in the community.

#### **4.3 Housing Committee**

- a) The key responsibilities of the Housing Committee are:
- i) To review and recommend applications for housing programs and services; ii) To review housing goals and priorities annually;
  - iii) To advise of changes in policy as recommended by the housing department, the membership and/or leadership;
  - iv) To prepare, in conjunction with the housing administrator, the annual budget requests for Elected Chief Councillor and Council;
  - v) To report to Elected Chief Councillor and Council on a regular basis, as determined by Elected Chief Councillor and Council; vi) To support the enforcement of housing policy and community housing goals; vii) To support the work of the Housing Department; and
  - viii) To hold a Community Housing Meeting annually.
- b) All members who sit on various committees with the Tseshaht First Nation must be responsible and accountable to the Tseshaht First.

#### **4.4 Housing Department**

- a) The key responsibilities of the housing department are:
- i) To recommend changes in policy as needed and to review housing goals and priorities annually;
  - ii) To maintain an up-to-date list of applications for housing assistance;
  - iii) To gather and review information on new housing programs available; to assess their applicability to the housing needs of Tseshaht First Nation and to recommend the adoption of such programs;
  - iv) To carry out repairs and renovations in a cost-effective manner;
  - v) To provide weekly garbage pick-up and facilitate annual community clean-up;



- vi) To monitor the effectiveness of all housing policies and programs;
- vii) To report regularly to Elected Chief Councillor and Council, Housing Committee and Membership on the activities of the housing department;
- viii) To prepare in conjunction with the Housing Committee the annual budget requests for Elected Chief Councillor and Council;
- ix) To prepare an annual report for Elected Chief Councillor and Council;
- x) To plan, organize and carry out community consultations on policy revisions, amendments and any new programs or services; and,
- xi) To provide counseling for those tenants who require assistance in understanding and assuming their housing responsibilities, including but not limited to financial counseling, arrears recovery and home maintenance.

#### **4.5 Housing Tenants**

All tenants will be required to sign Tenancy Agreements (*see Appendix F*) with the housing department. They are responsible to live up to the conditions of the agreement which include such things as; carrying out minor maintenance and repairs, upkeep of yard (mowing lawns), correcting tenant damage, making monthly rental payments, paying utility costs, obtaining fire insurance for personal contents, keeping the house and property free of health and safety hazards and informing the housing department of all planned prolonged absences from the house.

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### **5.0 Housing Programs – See Appendices A**

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- 5.1 Section 95 Housing - 2% Subsidy Pre 1996
- 5.2 Section 95 Housing - Full Subsidy Post 1997
- 5.3 Individual Housing
- 5.4 General Rental Units (Multi-plex)
- 5.5 Elders/Disability Rental Units (Multi-plex)
- 5.6 Renovation Programs (CMHC and Band Capital)

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## **6.0 Allocation of Housing**

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There is a shortage of housing available to Tseshah First Nation members. The following guidelines will ensure equal consideration to all applicants for housing assistance.

- a) An applicant must be 18 years or older and a member of Tseshah First Nation.
- b) Each applicant must complete a detailed housing application form (*see Appendix B*).
- c) A credit check may be completed when determining eligibility for housing assistance.
- d) Housing priorities will be established annually by the housing department and approved by the Elected Chief Councillor and Council. Priorities may include seniors, disabled, single elderly, single-parent families, families, singles, couples and whatever segment of the community's population is considered to be in the greatest need for housing assistance.
- e) All applicants who do not meet eligibility criteria will be notified in writing, outlining the reasons for ineligibility (*see Appendix C*).
- f) All housing applications will be kept on file for a maximum period of one year. Applicants are responsible to update their application bi-annually (twice per year), every January and July. Those applications not updated bi-annually will be considered inactive and removed from the waiting list.
- g) Applications for existing rental units will be considered throughout the year as units become available.
- h) The housing department will review active applications and apply the approved point rating system to determine eligibility. The housing department will then submit the applications to the Housing Committee for review and approval.
- i) The housing department will keep a written record of its consideration of applications and the reasons for selecting or rejecting applicants. This information will be made available in the event that a decision is appealed.
- j) Any applicant with rental arrears and outstanding accounts with the Tseshah First Nation will not be considered for housing assistance until outstanding accounts are paid in full.

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## **7.0 Home Ownership - Individual Housing**

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Where a member lives in a home, under the Individual Housing Program, the member will pay a mortgage directly to their mortgage lender. If the member defaults on their mortgage, the Tseshah First Nation will work with the member to identify options to keep their home. If the member is unable to rectify the situation with the lender, Tseshah First Nation will then assume the mortgage and the following will apply:

- a) The Tseshah First Nation becomes the owner of the home; and
- b) The member will be required to vacate the home; or
- c) At the discretion of the Housing Committee the member becomes the tenant.

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## **8.0 Home Ownership – Section 95 Housing**

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- a) When a member lives in a band-owned home, under the Option to Purchase Agreement (*see Schedule D - Option to Purchase Guide*), for the term of the mortgage that member will receive a Band Elected Chief Councillor and Council Resolution transferring ownership from the TFN to the home owner as long as the following conditions have been met:
- i) The tenant must have made all payments and have a current zero balance with Tseshah First Nation; and
  - ii) A payment of one (1) dollar must be made to the Tseshah First Nation.
- b) Where a member enters into an Option to Purchase Agreement for a home that has been previously occupied, that member must reside in the home for 10 consecutive years or to the end of the mortgage date, whichever is greater. Transfer of ownership must meet the above conditions.

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## **9.0 Renovations**

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- a) Where a tenant lives in a band-owned home, they must not make any alterations to the Rental Premises without prior written consent of the Housing Department and they must:
- i) wait until the 2 year probationary period is complete;
  - ii) be a member in good standing with the Tseshah First Nation;
  - iii) have entered into the Option to Purchase Agreement; and,
  - iv) submit a written request to the Housing Committee outlining the type of alteration and work plans showing the alteration meets the BC Building Code.
- b) Renovations will include construction of fences, smoke houses, out buildings, tree houses or any other structure on the exterior of the home; and, any renovation on the interior of the home that alters the structure from its original construction.

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## **10.0 Spousal Transfer**

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- a) Where a tenant lives in band-owned unit, and there is a family breakdown the parent who has custody of children who are members of Tseshah First Nation will have the option to remain in the home, as long as the children are in her/his care. Legal documentation must be provided.
- b) The Housing Committee will review each situation on an individual basis and a determination will be made on the information provided by the tenant.

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## **11.0 Individual Housing – Non Band-owned Rental Housing**

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Where a tenant lives in a home that is not owned by Tseshah First Nation, the landlord (Individual Home Owner) will be responsible for all maintenance and repairs associated with the home.

The Tseshah First Nation will not be responsible for the condition, care, maintenance or upkeep of a home owned by an individual.

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## **12.0 Pet Ownership**

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All tenants who keep a pet must comply with the rules set out in this policy, as follows:

1. A tenant is permitted to keep one (1) pet; additional pets must be approved by the Housing Department;
2. A tenant who keeps a pet must not allow their pet to run freely in the community and will be liable for damages to any person or property as a result.
3. Where a tenant or home-owner neglects or abuses their pet the Housing Department will contact the Society for Protection and Care of Animals (SPCA)

**Pet Ownership is NOT permitted in any of the multi-plex buildings.**

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## **13.0 Appeal Process**

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Applicants may appeal housing decisions regarding the selection process for rental units, enforcing of consequences for violation of policy or other related housing decisions regarding them. The following process must be followed:

- a) Any appeal of decisions must be made within seven (7) working days of when the applicant, tenant or member receives written notification. Anyone appealing a decision must do the following:
  - i. Submit the appeal in writing (*see Appendix E*) to the housing administrator who will notify the Housing Committee within seven (7) working days of receipt of the appeal, to discuss.
  - ii. The Housing Committee will have seven (7) working days in which to reconsider its decision based on any new information provided.
- b) The appellant will receive the Housing Committee's decision in writing within 14 days of the appeal.

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## **14.0 Rental Charges**

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This policy is based on the principle that housing is a shared responsibility between the Tseshahat First Nation and its members. All tenants are expected to contribute toward the cost of housing. Funds collected as rental payments will be used to protect the communities' investment in band-owned housing and to maximize housing resources. The procedure for rental charges is as follows:

- a) All tenants occupying new and existing houses constructed and administered as rental housing units shall pay rent.
- b) Individuals who are eligible for social assistance will receive shelter allowance towards the cost of their housing.
- c) The housing department must give at least sixty (60) days notice of any increases in rent. This does not apply to rent-geared-to-income units.
- d) All charges for utilities including electricity, heat, telephone or other services are the responsibility of the tenant or occupant.
- e) Rent payments are due on or before the 1<sup>st</sup> day of each month. If the 1<sup>st</sup> falls on a weekend then the rent is due on the next business day.
- f) Rent-geared-to-income units will require an annual income review, where the rent will be determined based on income. Rent reviews will be done once per year unless the income source changes.

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## **15.0 Non-payment of Rent - Default**

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Rental payment requirements and default procedures for non-payment of rent will be explained to each approved applicant and all existing tenants. This information will also be detailed in the Tenancy Agreement. Default procedures will begin for tenants immediately after one payment has been missed. The following procedures will apply:

- a) Rent payments are due and payable on the 1<sup>st</sup> day of each month. If the 1<sup>st</sup> falls on a weekend then the rent is due on the next business day.
- b) If rent is not received by the 5<sup>th</sup> day of the month then a \$25.00 late fee will be charged to the tenant on the 6<sup>th</sup> day.
- c) If after 15 days no payment has been received the tenant will receive a letter in the mail giving them an opportunity to pay the rent in full or make an appointment with the housing administrator to sign a payment agreement.
- d) If after 30 days from non-payment of rent no payment has been received and the tenant has made no contact with the housing administrator, an eviction notice will be served to the tenant for non-payment of rent.
- e) The eviction notice will be rescinded only; if arrears payment has been received in full, or a payment agreement has been signed by both the tenant and the Housing Administrator, giving the tenant a maximum of 6 months to pay the arrears amount in full.

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## 16.0 Conduct

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Conduct can be described as any action taken by a tenant or home owner that disturbs the quiet enjoyment of another tenant, landlord or neighbor and the following will apply:

- a) The tenant or home owner will promote the safety, welfare and comfort of other residences and tenants and shall not disturb, harass or annoy by causing loud music, television or other noise disturbances between the hours of 11:00 p.m. and 7:00 a.m.
- b) The tenant or home owner must not participate in any criminal or illegal activity on Tseshahst Reserve Land. Illegal activity can be defined as, but not limited to the following (*see Addendum to Tenancy Agreement - Appendix G*):
  - i) Any drug-related activity or drug-related criminal activity;
  - ii) Assault or threatened assault;
  - iii) Unlawful use of a firearm;
  - iv) Solicitation (sex-trade workers and related nuisance activity);
  - v) Any activity, criminal or otherwise that threatens the health, safety or welfare of the Nation, other tenants or persons on Tseshahst Reserve Lands.

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## 17.0 Elders and Persons with a Disability

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### 17.1 Elders – 65+

Where a member of Tseshahst First Nation is 65 years-old and over, the following will apply:

- a) Tseshahst First Nation will pay for 50% of a mortgage providing it is the primary residence, located on Tseshahst Reserve Lands;
- b) Tseshahst First Nation will cover the cost of insurance of the structure of the primary residence, that is located on Tseshahst First Nation Reserve Lands;
- c) Tseshahst First Nation will supply materials and labor for repairs and maintenance to the primary residence, located on Tseshahst First Nation Reserve Lands; and,
- d) Tseshahst First Nation will not maintain septic systems at homes where municipal sewer service is available, and the homeowner has chosen not to initially connect the home to the municipal sewer system. This applies to any subsequent homeowners.
- e) Tseshahst First Nation will not pay any costs associated with future connection to the municipal sewer system at homes where the homeowner has chosen not to initially connect the home to the municipal sewer system. This applies to any subsequent homeowners.

## **17.2 Persons with a Disability**

Where a member of the Tseshah First Nation has a disability, confirmed by a medical practitioner and/or assessed and confirmed through the Social Development Program, the following will apply:

- a) Tseshah First Nation will supply materials and labor associated with repairs and maintenance to the member's home, providing it is the primary residence;
- b) Tseshah First Nation will not maintain septic systems at homes where municipal sewer service is available, and the homeowner has chosen not to initially connect the home to the municipal sewer system. This applies to any subsequent homeowners.
- c) Tseshah First Nation will not pay any costs associated with future connection to the municipal sewer system at homes where the homeowner has chosen not to initially connect the home to the municipal sewer system. This applies to any subsequent homeowners.

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## **18.0 Maintenance and Repairs**

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### **18.1 Tseshah First Nation Responsibilities**

Tseshah First Nation is responsible for maintaining the premises in a good state of repair, to carry out preventative repairs and maintenance in compliance with health and safety standards to extend the life of the unit.

### **18.2 Tenant Responsibilities**

- a) Tenants are responsible for the general maintenance, repairs and replacements as outlined in the Tenancy Agreement.
- b) Tenants must immediately report to the housing department any accident, break or defect in water, heating or electrical systems or in any part of the unit and its equipment in general.

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## **19.0 Condition Inspections**

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### **19.1 Move-in Inspection**

A Move-In Inspection will be completed before a tenant moves into a property. The move-in inspection will be completed jointly by the Housing Department and the tenant. A checklist that confirms the condition of the property will be reviewed and signed off by both the Housing Department and the tenant.

### **19.2 Move-out Inspection**

A Move-Out Inspection will be completed before the tenant moves out of the property. The move-out inspection will be completed jointly and signed off by both the Housing Department and the tenant. The checklist used at the time of move-in will confirm the condition of the unit when the tenancy began.

Any repairs that are not considered reasonable wear and tear will be the responsibility of the tenant and cost recovery will be pursued by the Tseshah First Nation

### **19.3 Annual Inspections**

All occupied rental housing units will be inspected at least once annually. The units will be inspected to record the condition of the unit both internally and externally. These inspections will be used to determine the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the tenant.

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## **20.0 Tenant Damages**

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Tseshah First Nation may, upon 24 hours notice, enter the premises to inspect its condition and will identify all repairs that are determined to be the result of tenant related damage or neglect. Where damage is identified, tenants will be notified in writing of the inspection results.

Tenants will be required to pay repair costs for tenant related damage or neglect to their unit. Tseshah First Nation will repair the damage done by the tenant and bill the tenant the cost of the required repairs. All instances of damages will be recorded and remain on record indefinitely.

If the tenant does not pay the costs related to the damages, Tseshah First Nation may at its discretion end the tenancy.

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## **21.0 Insurance**

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The Tseshah First Nation is responsible for obtaining and paying for structural house insurance on all band-owned homes.

All tenants are encouraged to obtain insurance to cover any loss of personal belongings in case of disaster such as flood and/or fire. The cost of personal insurance is the responsibility of the tenant. Tseshah First Nation is not responsible for replacing tenants' personal belongings.



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## **22.0 Vacated and Abandoned Units**

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- a) All Tseshah First Nation tenants are required to inform the housing department of any absences longer than 2 weeks. This will permit the Tseshah First Nation to monitor the unit for vandalism or other hazards.
- b) Where a unit is vacated or abandoned for more than 30 days without notice, the housing department will take the action necessary to secure the unit and protect their asset. In this case the tenant will be responsible for all damages and repair costs resulting from the abandonment.
- c) Tenants who must leave the community for an extended period of time due to employment, education or medical treatment must arrange to meet with the housing department to discuss:
  - i) The term of employment, which cannot exceed a term of two years, and will be reviewed bi-annually;
  - ii) The plan and term of education which will be reviewed bi-annually; and,
  - iii) Absences resulting from medical treatment will be reviewed on an individual basis and a decision made based on information provided by the tenant.
- d) Any rental left abandoned for a period longer than two months without written notice to the housing department and proper arrangements being made for its care will be reclaimed by the Tseshah First Nation; repaired as necessary and allocated to another qualified applicant.

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## **23.0 Home Purchases – Band Guarantee**

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Where a member purchases a home from another member and requires a band guarantee to obtain mortgage financing, the following will apply:

- a) A home inspection must be conducted by a licensed home inspector; and
- b) A home appraisal must be complete identifying the value of the home.

The completed home inspection and appraisal documentation must be provided to the Tseshah First Nation prior to requesting a band guarantee.

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## **24.0 Mobile Homes & Modular Homes – Including Recreational Vehicles, Tiny Homes, and Travel Trailers**

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### **24.1 Mobile Homes**

Mobile Homes will not be permitted on Tseshah First Nation Reserve Land without the written consent of the Tseshah First Nation.

## **24.2 Recreational Vehicles**

Recreational Vehicles, such as fifth wheels and camping trailers will not be permitted on Tseshahst First Nation Reserve Land where a member or anyone intends to use as a short, mid or long-term or permanent residence without the written consent of the Tseshahst First Nation Elected Council if recommended approval is provided by the Administration and Housing Committee for extraordinary circumstances.

## **24.3 Recreational Vehicles**

Recreational Vehicles, such as fifth wheels and camping trailers will not be permitted to rent to members or other non-members on Tseshahst First Nation Reserve Land in the short-term (weekends, weekly or up to a month), mid-term (a month to one year), long-term (1 – 5 years) or permanent residence (anything more than five years) without the written consent of the Tseshahst First Nation Elected Council.

## **24.4 Modular Homes**

Where a member receives prior written approval from the Tseshahst First Nation Elected Council, modular homes will be permitted providing the structure is on a solid foundation and becomes a permanent fixture to the foundation and has been certified, approved and/or appropriately inspected.

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## **25.0 Condemned Homes**

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Where a home, situated on Tseshahst First Nation Reserve Land has been deemed condemned by Health Canada, the following procedures will apply:

- a) The owner of the unit will be notified in writing that the home has been deemed unlivable and will be provided with a copy of the assessment from Health Canada
- b) Once a unit has been deemed unlivable by Health Canada further occupancy will not be permitted due to health and safety concerns.
- c) The owner of the unit will be given the option to tear down the structure and rebuild on the same site using their own funds and resources.
- d) The Tseshahst First Nation will give the owner sixty (60) days to respond in writing with a solid plan.
- e) If the owner does not respond within the sixty (60) day timeline the Tseshahst First Nation will proceed with demolition and the lot will revert back to the nation.
- f) The owner will not be compensated for the condemned structure, unit and/or lot.
- g) The Tseshahst First Nation may at its discretion hold the owner liable for demolition costs.

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## **26.0 Death of a Tenant**

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For a member who is under a Tenancy Agreement with Tseshah First Nation, the following policy will apply:

In the event of the death of a tenant:

- a) Since tenants of band-owned rental units do not own their units, they cannot leave the unit or their right of occupancy to any other family or band member. Upon the death of a tenant of a band-owned rental unit, this includes all social housing units; the housing committee will meet with immediate family members and determine who is in the best position to assume the unit and all rental obligations and **Section 8 b)** of the Housing Policy will apply.
- b) If no family member is willing or able to take over the Tenancy Agreement, the unit will be taken back by the Tseshah First nation, repaired and reallocated to another qualified applicant, and **Section 8 b)** of the Housing Policy will apply.

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## **27.0 Contractors/Trades Workers**

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### **27.1 Contractor's Qualifications**

- a) No contractor may be employed to construct new housing, rehabilitation project or band-owned housing project unless
  - i. They are bonded, or have made suitable arrangements with the Housing Administrator to guarantee their proposal and work;
  - ii. They enter into a service agreement with the band;
  - iii. They are properly qualified, experienced and reputable in the opinion of Tseshah First Nation; and,
  - iv. They have Worker's Compensation coverage and appropriate liability insurance to protect the band and the Individual Housing Applicant.
- b) The Individual Housing Applicant may be the general contractor or laborer; however, they cannot draw wages for the project.
- c) The Housing Administrator will review qualifications of contractors for housing subsidies, new home construction and band-owned construction.

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## **28.0 Construction Standards**

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### **28.1 New Housing Projects**

The minimum standards for all housing on-reserve, regardless of the source of funds, shall be to the standards as set out in the most recent edition of the BC Building Code including revisions thereto and any other applicable codes, by-laws and regulations applicable to the project.

### **28.2 Housing Rehabilitation Projects**

The minimum standards for all rehabilitation projects shall be the standard established by CMHC or any application on-reserve by-law or policy.

### **28.3 Construction and Inspections**

All projects, whether a new housing project or rehabilitation project must be overseen by a ticketed/qualified foreman at all times.

All projects must be inspected by a qualified inspector at each stage of construction and at completion of work.

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## **29.0 Septic Replacement Support Program – Individual Homeowners**

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### **29.1 Background**

The Tseshah First Nation IR#1 has a number of homes which are not hooked up to the City of Port Alberni's sewer system and are currently operating with septic tank and field systems.

### **29.2 Overview of Policy**

- The Tseshah First Nation will receive written requests for support for failing septic tanks and/or fields based on a first come, first serve basis.
- Homes must be inspected by an inspector from Health Canada, prior to submitting a written request for support. Admin Office will provide contact info for Health Canada to member, they can then set up an inspection, there is no cost. If this home has been deemed condemned by Health Canada, the house is not eligible for this program.
- This program only applies to Individual Homeowners whose septic tanks and/or fields lifespan has been a minimum of ten (10) years.

- This program only applies to homes that are not currently connected to the municipal sewer system, and where municipal sewer service is not currently available. This program is not available to homes where municipal sewer service is available, and where the homeowner does not choose to initially connect to the municipal sewer system. The homeowner, and any subsequent homeowners, will be responsible for any costs associated with future connection to the municipal sewer system.
- Individual Homeowners are only permitted to access this funding one (1) time, per home.
- This program and funding **is not retroactive** for septic fields previously replaced prior to August 30<sup>th</sup>, 2012 (reimbursements will not be distributed if you had your septic tank/or field replaced prior to August 30<sup>th</sup>, 2012).
- The written request must include the following:
  - The Individual Homeowners name,
  - Address,
  - Phone number(s)
  - A minimum of two (2) quotes (original copies) from companies who are certified to replace septic tanks and/or fields must be attached to the written request with the amount needed to replace the tank and/or field. The quote **must** be addressed and billed to the **Individual Homeowner** and **not** the **Tseshah First Nation**.
  - The quote or a letter from a certified company **must** also include a note that the tank and/or field need replacing immediately.
- Upon approval from the Housing Committee or Housing Department, the Tseshah First Nation will support Individual Homeowners up to a maximum of \$7,000.00 if their application has met all eligibility criteria. The Tseshah First Nation will not be held responsible for any costs for septic tank and/or field replacement costs above \$7,000.00. **The Tseshah First Nation will pay the company directly and not the Individual Homeowner**, to a maximum amount of \$7,000.00.
- The budget for **Individual Homeowner**: Septic Replacement Support Program in a fiscal year (April 1 – March 31) will be a maximum of \$7,000.00 per home/homeowners to a maximum of 10 Individual Homes per year, with the Housing Department and Committee approval. The limit may change annually based on the approved budget.

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## **30.0 Utility Service Connection**

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This policy applies to the initial construction of utility services.

### **30.1 Agreement to Connect to Municipal Sewer System**

- a) All homeowners who agree to connect to the municipal sewer system must sign an agreement that gives their consent, and outlines homeowner responsibilities during the connection process.
- b) There is no cost to the homeowner for the initial connection to the municipal sewer system.
- c) All homeowners who do not agree to initially connect to the municipal sewer system will not be eligible for any further support from Tseshah First Nation for the maintenance of septic systems. They will be responsible for any costs associated with future connection to the municipal sewer system. This applies to any subsequent homeowners.

### **30.2 Access for Construction**

- a) Homeowners are responsible for making sure there is a clear path between their home and the utility main line to facilitate construction. This includes the removal of debris, vehicles, personal items, and overgrowth (such as blackberries). Tseshah First Nation will provide information and maps to outline the areas that must be kept clear during the construction process.
- b) All personal items must be removed from cul-de-sacs and other public right of way areas, in order to maintain perpetual access for infrastructure maintenance and fire and safety access.

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## **31.0 Financing Programs**

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This policy governs home construction and improvement loans.

### **31.1 Bank of Montreal (BMO)**

BMO, in partnership with Tseshah First Nation, offers an On-Reserve Housing Loan Program (ORHLP). Loans made through this program are guaranteed by Tseshah First Nation. Effective 5 September 2024, to participate in this program, borrowers must sign a Loan Guarantee Agreement with Tseshah First Nation.

### **31.2 Other Lending Institutions**

Loans through other lending institutions require a Ministerial Loan Guarantee to secure the loan, which is available through Indigenous Services Canada (ISC).