



**WEST MOBERLY FIRST NATIONS**  
**HOUSING POLICY & PROCEDURES**  
**BAND-OWNED RENTALS**

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## TABLE OF CONTENTS

INTRODUCTION.....	1
DEFINITIONS.....	2
1 HOUSING MANAGER.....	4
2 ELIGIBILITY.....	5
3 APPLICATION PROCEDURES.....	6
4 HOUSING ALLOCATION.....	6
5 MARITAL BREAKDOWN OR DEATH OF A TENANT.....	7
6 RENT.....	8
7 RESIDENTIAL TENANCY AGREEMENT.....	8
8 PAYMENT STRUCTURES AND RESPONSIBILITY.....	9
9 DEFAULTS ON RENTAL PAYMENTS.....	9
10 REPOSSESSION OF HOUSING UNITS.....	10
11 EVICTION PROCESS.....	11
12 MAINTENANCE - WMFN.....	12
13 MAJOR REPAIRS.....	13
14 MAINTENANCE - TENANT.....	14
15 TENANT IMPROVEMENTS.....	14
16 TENANT DAMAGE.....	15
17 INSPECTIONS.....	16
18 PROVISION FOR SUBLETTING.....	17

Appendix I	Residential Tenancy Agreement
Appendix II	Staff Agreement for Arrears Deductions
Appendix III	Repair Work Order
Appendix IV	Inspection Report

## **INTRODUCTION**

The West Moberly First Nations Band-Owned Rental Program provides Band members with an opportunity to rent a unit on reserve land. Band-Owned Rental units are mixture of subsidized low-income units and market-price rental.

These units are rental units owned by West Moberly First Nations. Although WMFN may from time-to-time sell some of these units, Tenants have no option to purchase the unit as part of the Residential Tenancy Agreement.

## DEFINITIONS

<b>Abandon:</b>	A living unit is deemed to be abandoned if the tenant has given written notice of their intention to abandon the unit or if the unit has been vacant for 20 days after the first of the month without written notice and without prior arrangement for rental payment.
<b>Appeal:</b>	Appeals shall be addressed as per WMFN Appeals Policy.
<b>Band:</b>	West Moberly First Nations
<b>Band Member:</b>	A person who is registered on the most current WMFN Registry List; or as otherwise defined in the WMFN Interpretation Policy.
<b>Certificate of Possession: (C.P.)</b>	Documentary evidence of a First Nation member's lawful possession of Reserve lands pursuant to the Indian Act.
<b>Community Member:</b>	A non-Band member cohabiting with a Band Member in a married or common-law relationship for at least one (1) year, including the children of that union; or as otherwise defined in the WMFN Interpretation Policy.
<b>Council:</b>	The Chief and Council of West Moberly First Nations.
<b>Days:</b>	WMFN business days.
<b>Elder:</b>	Any Band Member who is 60 years of age or older; or as defined in the WMFN Interpretation Policy.
<b>Eviction:</b>	The legal action taken by WMFN to expel a tenant from a living unit for failure to honour the condition of the Residential Tenancy Agreement.
<b>Family:</b>	One of the four WMFN main family groupings (Brown, Desjarlais, Dokkie, Miller).
<b>Family Councillor:</b>	An elected or appointed member of Council representing one of the four main family groupings (Brown, Desjarlais, Dokkie, Miller).
<b>Housing Department:</b>	The WMFN administrative department responsible for housing.
<b>Housing Manager:</b>	The person employed by West Moberly First Nations to carry out responsibilities of the Housing Department.
<b>Illegal Activities:</b>	Any serious violation of federal, provincial, or municipal law, whether or not it is an offence under Canada's Criminal Code. It includes an act prohibited by any statute or bylaw which is serious enough to have a harmful impact on the landlord, the landlord's property, or other occupants of the residential property.

<b>Landlord:</b>	West Moberly First Nations.
<b>Maintenance Reserve:</b>	Funds collected for the ongoing infrastructure costs (including sewer, water, and garbage pickup) of the specific unit.
<b>Operating Reserve:</b>	Funds kept in trust for the repair and maintenance of rental units.
<b>Rent:</b>	The amount to be paid by the Tenant to WMFN for the right to occupy a housing unit and is subject to annual review.
<b>Replacement Reserve:</b>	Funds set aside by WMFN for replacement of major assets that will ensure that Rental Units are kept at an acceptable standard and/or extend the life of the Rental Unit.
<b>Residential Tenancy Agreement:</b>	The written agreement that establishes the terms and conditions concerning the use and occupancy of the Rental Unit and its premises.
<b>Rental Unit:</b>	A unit owned by WMFN that is used, or intended for use, as a residence.
<b>Tenant:</b>	The person(s) who enters a Residential Tenancy Agreement with WMFN to pay rent in return for the right to occupy the Rental Unit.
<b>Tenant Improvements:</b>	Modifications, alteration, remodelling, and renovations to the originally built Rental Unit.

# **1 HOUSING MANAGER**

- 1.1 The Housing Manager is an employee of WMFN administration. Is responsible to:
- a) Apply and enforce housing policy and associated Residential Tenancy Agreements.
  - b) Recommend policy changes as required and to review housing goals and priorities.
  - c) Maintain an up-to-date list of applications for housing assistance.
  - d) Manage the selection process for WMFN housing.
  - e) Carry out or oversee maintenance and repairs in a cost-effective manner.
  - f) Coordinate any required inspections as per housing policy.
  - g) Research and implement housing best practices.
  - h) Develop sustainable housing programs and projects.
  - i) Monitor the effectiveness of all housing policies and programs.
  - j) Provide information for tenants who require assistance in understanding and assuming their housing responsibilities.
  - k) Respond in writing within 20 days to tenant queries, requests for services, and complaints.
  - l) Act as a liaison between tenants, administration, and Chief & Council.
  - m) Provide regular reports to the WMFN Administration on financial status of all WMFN housing, current projects, and future applications regarding housing and capital works.

## 2 ELIGIBILITY

- 2.1 To qualify for Band-Owned Rental Housing, WMFN Band Members must minimally meet the following requirements:
- a) Be a registered WMFN Band Member
  - b) Be in Good Financial Standing with WMFN (according to WMFN Interpretation Policy)
  - c) Fully complete a WMFN Housing Application including Budget Analysis
  - d) Provide verification of household income
  - e) Provide payment of the first month's rent and a damage deposit equal to one half month's rental payment at the time the Rental Tenancy Agreement is signed
  - f) Provide written confirmation of their agreement to participate in a Basic Home Maintenance workshop, to be offered by WMFN, and to complete within one year of move in
- 2.2 Applicants who are not in Good Financial Standing with West Moberly First Nations are not eligible until:
- a) Rental arrears / outstanding accounts have been paid in full
- OR**
- b) The applicant is considered in Good Financial Standing with WMFN (according to WMFN Interpretation Policy). This does not include accounts that are outstanding due to tenant damage. Please see (c) below.
  - c) Where the outstanding account is related to damage to a WMFN rental unit currently or previously occupied by the applicant(s), this outstanding account must be paid in full before the applicant becomes eligible.
- 2.3 Applicants with a history of poor tenancy (cited for lease agreement violations where notice to correct or vacate was issued) shall not be considered eligible except where either:
- a) The applicant provides a reference from their most recent landlord that confirms compliance with a lease agreement for a consecutive 1 year period;
- OR**
- b) Where a formal rental agreement is not currently in place, the applicant can provide a reference by which the housing manager can confirm the applicant's ability to effectively manage the financial and physical responsibilities of occupying a unit as a Tenant.

### **3 APPLICATION PROCEDURES**

- 3.1 Applications for housing shall be made in writing and submitted to the Housing Manager. Receipt of all applications shall be acknowledged in writing.
- 3.2 All applications will be kept on file for one year. Band Members are required to re-apply annually to keep applications current.
- 3.3 Current housing applications are available at the WMFN Administration Office.
- 3.4 All applications for housing received by the Housing Manager shall be forwarded to the respective Family Councillor for information purposes.

### **4 HOUSING ALLOCATION**

- 4.1 Allocation of a housing units within WMFN shall be based on the following priorities:
  - a) disabled persons
  - b) elders
  - c) condemned units
  - d) substandard or overcrowded conditions
  - e) family units
  - f) couples (without children)
  - g) singles
- 4.2 Members will only be eligible for one band-owned rental at a time



## 5 MARITAL BREAKDOWN OR DEATH OF A TENANT

5.1 Where a married or common-law couple, who are noted as the primary and secondary tenants on the Residential Tenancy Agreement, separate or divorce, or where one of the tenants dies, the following applies:

- a) *Two Band Member Tenants*: where both Tenants are members of WMFN, either Tenant may remain in the unit as long as the remaining tenant qualifies according to budget analysis and verification of income. (See Section 2) The remaining tenant shall advise the housing manager of the change in occupants. The Residential Tenancy Agreement shall be amended to reflect the change in occupants.
- b) *One Band Member and One Non-Band Member Tenant*: where one tenant is a Band Member and the second tenant is a non-band member, the Band Member shall have the first right to occupy the unit.

Where the remaining tenant is the Band Member, the terms of the original Residential Tenancy Agreement shall remain in place; however, the agreement shall be amended to reflect the names of the occupants.

Where the remaining tenant is a non-band member, they may remain in the unit for a maximum of six (6) months from the date of separation, divorce or death of the Band Member tenant. The Housing Manager shall issue a notice to terminate the Residential Tenancy Agreement 90 days preceding the end of the six months.

Where the remaining tenant is a non-band member who is a custodial parent/guardian of minor children who are Band Members of WMFN, the non-member may remain in the unit subject to the following:

- i) The original Residential Tenancy Agreement shall be terminated and a new Residential Tenancy Agreement shall be assigned with the new primary occupant **and**
- ii) There is no record of unresolved lease/housing policy violations and there are no arrears on the account. Any arrears require a written repayment agreement to be negotiated with the Band and continually honoured by the tenant.
- iii) When no minor band member children remain in the unit the non-band member may remain in the unit for a maximum of six (6) additional months The Housing Manager shall issue a notice to terminate the Residential Tenancy Agreement 90 days preceding the end of the six-month period.

5.2 All other instances of Marital Breakdown or Death of a Tenant shall follow provisions of the *Family Homes on Reserves and Matrimonial Interests or Rights Act* and the provisions of any valid will.

## **6 RENT**

Units within the Band-Owned Rental Program are rental housing units managed by WMFN Housing Department. All Tenants are considered Rental Tenants and are responsible to adhere to the WMFN Housing Policy.

Rent:

- 6.1 Monthly rental charges will be reviewed annually and adjusted as necessary. The Housing Manager will advise Tenants of any rental increase 60 days prior to effective date.
- 6.2 Tenants are responsible for all additional costs such as utilities, telephone, and any other amenity the Tenant may subscribe or install, unless otherwise indicated in the Residential Tenancy Agreement.

## **7 RESIDENTIAL TENANCY AGREEMENT**

- 7.1 The Residential Tenancy Agreement (Appendix I) constitutes a contract between the Tenant and WMFN. All participants of the Band-Owned Rental program are required to sign a Residential Tenancy Agreement prior to occupancy.
- 7.2 Residential Tenancy Agreement will include:
  - a) responsibilities for minor maintenance and repair
  - b) correcting tenant damage
  - c) making monthly payments
  - d) paying other housing charges as required
  - e) keeping the unit and property free of health and safety hazards
  - f) informing the housing manager of all planned absences
  - g) other clauses as appropriate
- 7.3 By signing the Residential Tenancy Agreement, West Moberly First Nations agrees to provide and maintain the Rental Unit in a reasonable state of repair, suitable for occupation by a Tenant. (See Section 10).
- 7.4 Tenants shall maintain updated information on the Residential Tenancy Agreement (names of residents, contact information) and advise the Housing Department of any changes.

## **8 PAYMENT STRUCTURES AND RESPONSIBILITY**

- 8.1 It is the responsibility of the Tenant to pay the rent promptly on the 1<sup>st</sup> of each month as per the terms of the Residential Tenancy Agreement. The Housing Manager is obligated to follow the WMFN Housing Policy in the event of defaulted rent.
- 8.2 Rental rates shall include all costs of carrying the respective home including insurance, maintenance, and infrastructure costs.
- 8.3 The Band will purchase a blanket insurance policy to cover all normal risk to property. Rental rates shall include the unit portion of this insurance policy.
  - a) Tenants are responsible to obtain and renew personal content insurance.
- 8.4 Any member residing with an Elder for a period of more than three (3) months shall be considered responsible for supplementing rental payments.

## **9 DEFAULTS ON RENTAL PAYMENTS**

- 9.1 To ensure the viability of the Housing Program it is expected that all Tenants will honour the terms of the Residential Tenancy Agreement.

- 9.2 Defaulted rent and arrears process:

- a) The Housing Manager will deliver a Notice of Rent Default to the Tenant by way of Registered Mail within 5 days of default. Notice will be considered received on the shorter of: the day the letter is picked up at the post office or 10 days after the letter is originally mailed.
- a) If payment is not received with 24 hours of receiving the Notice of Rent Default, the Housing Manager will schedule a meeting with the Tenant and Director of Operations to settle the arrears problem.

A second letter shall be delivered by way of Registered Mail informing the Tenant the date of the meeting. Notice will be considered received on the shorter of: the day the letter is picked up at the post office or 10 days after the letter is originally mailed.

Finance will be involved as necessary to negotiate a repayment agreement.

Meetings may be rescheduled to accommodate tenant and administration however, must take place within 10 days of the originally scheduled meeting. If the Tenant does not attend the meeting, then the Housing Department will proceed with the eviction process.

- b) At no time shall arrears exceed the amount of one month's rent. A written repayment agreement must be in place.
- c) Any member / community member that is employed by the band and is not in good financial standing shall be subject to the Finance Department deducting up to 30% from their pay cheques and honorariums each pay period until the arrears are paid off. This is subject to any previous repayment agreement negotiated with Finance. (Appendix II – Staff Agreement)
- d) If Tenant defaults on repayment agreement or arrears exceed the amount of one month's rent, Eviction process will begin.

## **10 REPOSSESSION OF HOUSING UNITS**

10.1 WMFN may at any time repossess a Rental Unit at the recommendation of the Housing Manager and WMFN Council for the following reasons:

- a) Failure to pay rent
- b) Wilful damage to the property through neglect and/or abuse
- c) Breach of Residential Tenancy Agreement or Housing Policy
- d) Abandonment
- e) Illegal activity

10.2 If a tenant is to be absent for more than twenty (20) days, written notification to the Housing Manager is required.

10.3 A Rental Unit shall be deemed to have been Abandoned if:

- a) The Tenant has declared a written intention to abandon the unit, and has hence vacated the unit.
- b) The unit has been vacant for more than twenty (20) days after the rent is due, without prior written notice to the Housing Manager and with no prior arrangements for payment of rent. Upon default of rent payment, the Housing Manager shall attempt to contact the Tenant and ascertain his/her plan of action. If no response is received after twenty (20) days, the unit shall be considered abandoned.

Note: WMFN shall store possessions for a maximum of 3 months. Costs associated with removal and storage will be accrued to Tenant. WMFN shall not be responsible for any lost, stolen, or damaged items.

## **11 EVICTION PROCESS**

- 11.1 The Housing Manager shall deliver an Eviction Notice to the Tenant by way of Registered Mail Notice will be considered received on the shorter of: the day the letter is picked up at the post office or 10 days after the letter is originally mailed.
- 11.2 Eviction due to Unpaid Rent:  
Notice shall be delivered within 5 days of default on repayment agreement. The Tenant shall have 10 days to either
- a) Pay ALL overdue rent **or**
  - b) Vacate the premises
- If Tenant pays all overdue rent, notice is cancelled, and tenancy continues.
- 11.3 Eviction due to other criteria outlined in Section 10:  
Eviction timeline will be outlined in the Eviction Notice delivered by Registered Mail.
- 11.4 Formal Eviction documentation shall be forwarded to the RCMP. RCMP shall be involved as required to support Eviction.
- 11.5 All correspondence shall be copied to Family Councillors.
- 11.6 Appeals shall be subject to WMFN Appeals Policy.

## **12 MAINTENANCE - WMFN**

12.4 The WMFN Housing Department, will assume responsibility for the maintenance of eligible housing repairs through either the Maintenance Reserve Fund and/or the Replacement Reserve Fund.

Rental Units may be eligible for:

- a) Major Building Components:
  - i) Roofs including coating, flashing, eaves troughs and downspouts
  - ii) Exterior wall finishes having a generally accepted defined life expectancy including exterior painting
  - iii) Exterior doors and windows
- b) Major Building Services:
  - i) Heating systems including boilers, forced air furnaces, radiant heat components, solid fuel burning systems, chimneys and related components
  - ii) Domestic hot water tanks, septic tanks and tile beds
  - iii) Required air handling systems (e.g. HRV)
- c) Basic Facilities:
  - i) Appliances, sink and faucet installations, counter tops and cabinets
  - ii) Bathroom facilities such as toilets, sinks and fixtures, vanities, bathtub and fixtures
- d) Other Major Facilities, Equipment and Fixtures:
  - i) Interior floor covering
  - ii) Appliances included in Residential Tenancy Agreement

### **13 MAJOR REPAIRS**

- 13.1 All major repairs will be based on needs assessment by the Housing Manager and are subject to budget availability.
- 13.2 Funds for major repairs will not be allocated when it is determined by the Housing Manager that the cost of repairs will meet or exceed the cost of building a new home of comparable size.
- 13.3 A detailed list of proposed work that has been authorized by WMFN Housing Department will be discussed with the Tenant.
- 13.4 Applicable building code inspections are required for completed work.
- 13.5 In major renovations, the Tenant shall occupy the home only after the final inspection is completed.
- 13.6 Major repairs that require the Tenant to vacate the unit shall be scheduled with a minimum of 20 days' notice; except in emergency situations where repair is necessary to protect life or property.
- 13.7 Tenants shall not be responsible for rent while the unit is required to be vacant for major repairs.
- 13.8 WMFN shall not be responsible for costs associated with alternate housing for tenants during major repairs.
- 13.9 The Tenant or his official representative shall be notified and invited to all housing inspections.
- 13.10 Repairs and maintenance shall meet appropriate building and trade standards. Construction work shall meet National Building Codes and/or Canadian Standards.
- 13.11 For security and transparency, at least two housing department staff shall be present during all inspections and maintenance/repairs.

## **14 MAINTENANCE - TENANT**

- 14.1 Tenant Maintenance Responsibilities:
- a) Light bulbs
  - b) Any damage caused by Tenant abuse or misuse
  - c) Flooring if proper maintenance was not delivered
  - d) Holes in drywall
  - e) Any tenant improvements (Section 15) or upgraded appliances
- 14.2 The Tenant shall be responsible for all outdoor maintenance.
- a) Tenants will not allow their lots to become the repository for refuse, non-functional motor vehicles or other offensive materials. The Tenant shall be responsible for all costs incurred in this cleanup.
- 14.3 Tenants will be responsible for any repair costs associated with damage to homes caused by visitors or children residing in the home.
- 14.4 Each dwelling will be required to have a garbage stand supplied by WMFN Maintenance Department.
- 14.5 Tenants are responsible for maintaining health, cleanliness and sanitary standards of the premises. Tenants are required to report any accident, break or defect in the water, heating, electrical or sewer systems in any part of the home.
- 14.6 All queries, requests for service or maintenance, damage reports and complaints shall be made in writing to the housing manager as per Work Order (Appendix III).

## **15 TENANT IMPROVEMENTS**

- 15.1 The Tenant is not permitted to make any alterations, additions or improvements to the Rental Unit or property without prior written permission from WMFN Housing Department. Tenant Improvements are subject to removal at the cost of the Tenant, or such improvements are owned by WMFN without compensation to the Tenant.
- 15.2 All Tenant Improvements shall be inspected by the Housing Manager.
- 15.3 Applicable building code inspections are required for completed work.



## 16 TENANT DAMAGE

- 16.1 The Tenant is responsible to pay repair cost for damage to the Rental Unit that results from willful damage or neglect by the Tenant, other occupants of the unit, guests, and for damage caused by pet(s).
- 16.2 Where repairs are required to the Rental Unit as a result of damage or neglect, the following procedures shall apply:
- a) The Housing Department shall obtain an estimate of costs to repair the damage.
  - b) Within five (5) days of receipt of the inspection report, the Housing Manager shall issue a written Notice to Correct Tenant Damage to confirm the required repairs and offer options to correct the damage including (where appropriate) Tenant repair of damages.
  - c) The Housing Manager shall schedule an interview with the Tenant to confirm the preferred arrangement to correct the damage.
  - d) Where the Tenant elects to have the Housing Manager complete the repairs, the Tenant shall be required to repay the cost of repairs (labour and materials) plus an administration fee equal to the lesser of 10% of the total repair costs or \$100.00.
  - e) The Tenant and Housing Manager shall sign an agreement to correct Tenant Damage outlining:
    - i) Itemized repairs required
    - ii) Persons responsible for repair
    - iii) Standards for repair
    - iv) Timeline for completion
    - v) Costs assumed by Tenant
    - vi) Costs assumed by Housing Department
  - f) The Housing Manager shall arrange for an inspection to ensure the repair work meets minimum standards.
- 16.3 All instances of tenant damage shall be recorded in the Tenant's file and remain on file indefinitely.
- 16.4 Where the Tenant fails to honour the terms of the agreement to correct tenant damage, this constitutes a breach of the Residential Housing Agreement / Housing Policy and WMFN shall take corrective action as per Section 10.1.
- 16.5 Where a former Tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former Tenant shall not qualify for WMFN housing until the cost has been repaid in full (See Section 2.2(c)).

## **17 INSPECTIONS**

17.1 All inspection reports (Appendix IV) shall include:

- a) Itemized condition of the Rental Unit and property
- b) Date of the inspection
- c) Signature of the inspector and Tenant, where applicable.

17.2 Move-In Inspection

- a) The purpose of the move-in inspection is to confirm the condition of the unit before the Tenant takes occupancy.
- b) A move-in inspection shall be completed jointly by the Tenant and a representative of the Housing Department on the day the Tenant is entitled to occupy the Rental Unit or another mutually agreed day, before the Tenant takes occupancy.
- c) The Housing Manager shall complete a unit condition report that itemizes the condition of the property and any deficiencies. The report shall be reviewed and signed off by both the Tenant and the Housing Manager.
- d) A move-in inspection shall also be completed following any major repair that requires the Tenant to vacate the unit.

17.3 Annual Inspection

- a) All occupied Band-Owned Rental units shall be inspected annually.
- b) Reports shall be completed to reflect interior and exterior deficiencies; a copy of the report shall be placed in the Tenant's file. These inspections shall be used to determine the need for any preventative maintenance as well as to determine any misuses or negligence on part of the Tenant.
- c) The Housing Manager shall send a notice to the Tenant one week in advance of the planned annual inspection to confirm the date, time and purpose of the inspection. 24 hours before the inspection, the Housing Manager shall phone the Tenant to remind them of the planned inspection. If the Tenant misses 2 consecutive scheduled inspections, the Housing Department shall enter the Rental Unit with or without the Tenant on the 3<sup>rd</sup> attempt.

#### 17.4 Move-out Inspection

- a) The purpose of the move-out inspection is to evaluate the condition of the Rental Unit and determine:
  - i) Any repairs required to return the unit to a rentable condition
  - ii) Any repairs required as a result of willful damage or neglect on the part of the Tenant and/or their guests.
- b) A move-out inspection shall be completed by the Housing Manager and Tenant on the day the Tenant vacates the unit, or on another mutually agreed date within 5 days after the Tenant has vacated the unit.
- c) The Housing Manager shall offer the Tenant two (2) options for inspection date. Every effort shall be made to accommodate the Tenant's preferred inspection date; however, the Housing Manager may complete the inspection and sign the unit condition report without the Tenant if the Housing Department has provided notice as required and the Tenant does not participate on either occasion, or the Tenant has Abandoned the rental unit.
- d) The Housing Manager shall remind the vacating Tenant of the need to be present during the inspection to ensure they are able to represent their interest in case of dispute over alleged willful damage or neglect of the unit. The Tenant shall be advised that failure to participate in the inspection may result in the Tenant forfeiting any rights to dispute deductions from any security deposit for repairs required as a result of willful damage or neglect.
- e) Both the Housing Manager and Tenant shall sign the unit condition inspection report and copy of the report shall be provided to the Tenant.

#### 17.5 Other Inspections

- a) The Housing Manager may, at all reasonable times, and with at least 24 hours written notice to the Tenant, enter the unit to examine its condition if Tenant damage is suspected.
- b) Notice is not required in an emergency situation where entry is necessary to protect life or property.

17.6 For security and transparency, at least two housing department staff shall be present during all inspections and maintenance/repairs.

## 18 PROVISION FOR SUBLETTING

18.1 Tenants of Band-Owned Rental units shall not lease or sublet the units.

18.2 A Tenant that sublets a Band-Owned Rental unit is in breach of the Residential Tenancy Agreement and the Housing Policy and is subject to Eviction as per Section 10.1).

**REVIEWED & RECOMMENDED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
Chief Roland Willson

\_\_\_\_\_  
Councillor Patricia Brown

\_\_\_\_\_  
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