



# **Tr'ondëk Hwëch'in Draft Rental Housing Policy**

Draft July 2024

Date Passed by TH Council

Policy Effective Date

## Executive Summary

The Tr'ondëk Hwëch'in Rental Housing Policy ("this policy") is based on our values and way of life. The focus is on looking after our Citizens and maintaining sustainable rental housing. By sustaining our housing, we can continue to provide suitable and affordable places to live. This is important, because good housing is core to the well-being of the Tr'ondëk Hwëch'in community.

Various roles and responsibilities are described in this policy, such as the TH Housing Committee and the Housing & Infrastructure Department, and how TH works to serve you throughout the application process and tenancy. Responsibilities of Tenants are also defined, including what you agree to follow as part of your Tenancy Agreement.

This policy also includes:

- How TH and Tenants work cooperatively to maintain rental houses;
- How TH makes decisions and works to ensure Housing Units are allocated in a fair and transparent way;
- The evictions process, with an emphasis on working with Tenants to prevent evictions as much as possible; and
- How Citizens can appeal decisions and seek recourse.

## Contents

|  |    |
|--|----|
| Executive Summary.....   | 2  |
| 1 General Introduction.....  | 6  |
| 1.1 Abbreviations.....   | 6  |
| 1.2 Definitions.....   | 6  |
| 1.3 Interpretation & Fair Treatment.....                                       | 8  |
| 1.4 We Are at Home Living Tr'èhudè.....  | 8  |
| 1.5 Purpose.....   | 9  |
| 1.6 Exceptional Circumstances.....   | 9  |
| 1.7 Amendments to the TH Rental Housing Policy.....                            | 9  |
| 2 Tr'ondëk Hwëch'in Rental Housing.....  | 10 |
| 2.1 Overview.....  | 10 |
| 2.2 General Roles & Responsibilities.....                                      | 10 |
| 2.2.1 Tr'ondëk Hwëch'in Council.....   | 10 |
| 2.2.2 TH Housing Committee.....  | 10 |
| 2.2.3 Tr'ondëk Hwëch'in Housing & Infrastructure Department (H&I).....         | 11 |
| 2.2.4 TH Finance Department.....   | 12 |
| 2.2.5 Tenants.....   | 12 |
| 2.3 Housing Allocation.....  | 13 |
| 2.3.1 Eligibility.....   | 14 |
| 2.3.2 Additional Eligibility Considerations, Requirements and Constraints..... | 14 |
| 2.3.3 Application Process.....   | 15 |
| 2.3.4 Allocation Decisions.....  | 15 |
| 3 The Tenancy Agreement.....   | 19 |
| 3.1 Signing the Tenancy Agreement.....   | 20 |
| 4 Absences.....  | 20 |
| 4.1 Subletting Prohibited.....   | 20 |
| 4.2 Short-Term Absences.....   | 21 |
| 4.3 Interim Agreements.....  | 22 |
| 4.3.1 Interim Agreement Application Process.....                               | 22 |
| 4.3.2 Documentation.....   | 23 |
| 4.3.3 Interim Tenants and Tenancy.....   | 23 |
| 5 Maintenance.....   | 24 |

|        |   |    |
|--------|---|----|
| 5.1    | Appliances Provided by H&I.....                         | 24 |
| 5.1.1  | Upgrades to Appliances .....                            | 25 |
| 5.2    | Maintenance Provided by H&I .....                       | 25 |
| 5.2.1  | Repairs.....  | 25 |
| 5.2.2  | Renovations.....  | 26 |
| 5.2.3  | Common Areas - Apartments.....                          | 26 |
| 5.3    | Services Provided by H&I .....                          | 26 |
| 5.3.1  | Fees .....  | 27 |
| 5.4    | Maintenance Responsibilities of Tenant .....            | 27 |
| 5.4.1  | Utilities and Safety .....                              | 28 |
| 5.4.2  | Prevent Mould: Reduce Moisture & Circulate Air .....    | 28 |
| 5.4.3  | Prevent Freeze Up .....                                 | 28 |
| 5.4.4  | Minor Maintenance Jobs .....                            | 29 |
| 5.4.5  | Snow Shovelling .....                                   | 29 |
| 6      | Yard Uses.....  | 29 |
| 6.1    | Bylaws .....  | 29 |
| 6.1.2  | Parked Vehicles .....                                   | 30 |
| 6.2    | Traditional Practices.....                              | 30 |
| 7      | Renovations and Improvements - Initiated by Tenant..... | 30 |
| 7.1    | Housing Unit.....                                       | 30 |
| 7.2    | Yard & Uses .....                                       | 31 |
| 8      | Access to Housing Unit and Yard.....                    | 32 |
| 8.1    | Locks.....  | 32 |
| 9      | Inspections .....                                       | 33 |
| 9.1    | Purpose of Inspection .....                             | 33 |
| 9.2    | Inspections Protocol.....                               | 33 |
| 10     | Rent.....   | 34 |
| 10.1   | Utilities & Amenities .....                             | 34 |
| 10.2   | Rental Rates .....                                      | 34 |
| 10.2.1 | Rental Rate Changes.....                                | 35 |
| 10.2.3 | Rental Subsidy .....                                    | 35 |
| 10.2   | Rent Payments .....                                     | 36 |
| 10.2.1 | Rent Payment Reminders.....                             | 36 |

|        |  |    |
|--------|--|----|
| 11     | Damage Arrears .....                                       | 37 |
| 12     | Methods of Payment.....                                    | 37 |
| 12.1   | Cheque, Online Banking, E-transfer or Money Order .....    | 37 |
| 12.2   | Payroll Deduction .....                                    | 38 |
| 12.3   | Cash or Debit.....   | 38 |
| 12.4   | Repayment Agreements.....                                  | 38 |
| 13     | Terminating the Tenancy Agreement .....                    | 39 |
| 13.1   | Termination of the Tenancy Agreement by the Tenant.....    | 39 |
| 13.2   | Termination of the Tenancy Agreement by TH .....           | 39 |
| 13.2.1 | Causes Resulting in Termination of Tenancy Agreement ..... | 39 |
| 13.2.2 | Warnings .....   | 40 |
| 13.2.3 | Notice & Evictions Process .....                           | 41 |
| 13.3   | Empty or Abandoned Homes.....                              | 42 |
| 13.3.1 | Evidence of Abandonment.....                               | 42 |
| 13.3.2 | Evictions Process & Repossession .....                     | 43 |
| 13.3.3 | Personal Property.....                                     | 43 |
| 14     | Harassment and Complaints .....                            | 45 |
| 15     | Appeals.....   | 45 |
| 15.1   | Grounds for an Appeal .....                                | 46 |
| 15.1.1 | Appealing Decisions of H&I Employees .....                 | 46 |
| 15.1.2 | Appealing Decisions of the TH Housing Committee .....      | 46 |

# 1 General Introduction

## 1.1 Abbreviations

**CMHC** – Canada Mortgage and Housing Corporation

**LEMR** – Lower End of Market Rent

**RCMP** – Royal Canadian Mounted Police

**RLTA** – *Residential Landlord and Tenant Act*

**RGI** – Rent Geared to Income

**RTO** – Residential Tenancies Office

**TH** - Tr'ondëk Hwëch'in Government

**H&I** – TH Housing & Infrastructure Department

**SRR** – TH Standard Rental Rates

## 1.2 Definitions

**Applicant List** – A list of Citizens who require housing, which includes their Housing Unit requirements and reasons for needing a Housing Unit.

**Arrears** – Monies owed by the Tenant to TH that are late or overdue.

**Breach** – A Tenant has not fulfilled a responsibility of the Tenancy Agreement.

**Citizen** – A person who is entitled to Citizenship under Section 5.1 of the Tr'ondëk Hwëch'in First Nation Constitution, and who has been enrolled as a Citizen under the requirements provided in the Tr'ondëk Hwëch'in Citizenship Code, Appendix 1 of the Tr'ondëk Hwëch'in First Nation Constitution, and as confirmed by the TH Citizenship Registrar.

**Consumer Price Index** – A statistical estimate of the cost of goods and services showing consumer expenditures and changes to these expenditures over time.

**Co-Tenant** – One of two or more TH Citizens living in the same house who signed a Tenancy Agreement with the TH and share the same rights and obligations as a single Tenant.

**Days** – Calendar days, including weekends.

**Elder** – A Citizen who is fifty-five (55) years of age or older.

**Emergency List** – A list of Citizens who require immediate housing due to emergency situations, such as a medical condition, domestic violence, or unreliable and/or unsuitable housing, which includes their Housing Unit requirements and emergency reasons for needing a Housing Unit.

**Emergency Transfer List** – A list of Citizens who require re-housing immediately to an alternate Housing Unit due to emergency situations, such as a medical condition, domestic violence, or an unreliable and/or unsuitable housing circumstance, which includes their Housing Unit requirements and emergency reasons for transfer to the alternate Housing Unit.

**Eviction** - Action taken by the TH to remove a Tenant from a rental-housing unit for failing to honour the conditions of their Tenancy Agreement and/or the TH Rental Housing Policy.

**Ex-Officio Council Member** – A member of Chief and Council who holds the Housing portfolio, acts as link to Chief and Council and sits as a member on the TH Housing Committee.

**Full-Time Students** – As defined in the TH Post Secondary Education and Training Policy.

**Guest** – Any person not listed on the Tenant’s profile or Tenancy Agreement who are living with a Tenant for longer than a three-week period.

**Habitable Living Unit** – a dwelling with running water, heat and electricity.

**Home Business** – a small business operating from a TH Housing Unit in accordance with the City of Dawson zoning bylaws that does not damage the Housing Unit, property or access routes and does not put excessive demands on access or parking that could affect the safety or convenience of the Tenants and/or neighbours. Examples are: traditional crafts and sewing, catering, bookkeeping, and small engine repair, provided equipment and parts do not become excessive to the point they are an eyesore or safety hazard.

**Household** - All members of the family or other permanent occupants living in the Housing Unit.

**Housing Unit** – Residential rental properties, including single-family dwellings, duplexes, multi-plexes and apartments, managed by the TH Housing & Infrastructure Department (H&I).

**Interim Agreement** – An agreement between TH, a Tenant, and an Interim Tenant for temporary occupancy of a Tenant’s home, longer than one (1) month.

**Interim Tenant** - A Tenant temporarily occupying a Housing Unit where the Citizen on the Tenancy Agreement has an approved absence from the Housing Unit for school, medical, employment, or legal reasons (incarceration).

**Junked Vehicle** - any automobile, tractor, truck, trailer or other motor vehicle that either has no valid license plates attached to it; or is in a rusted, wrecked, partly wrecked, dismantled, partly dismantled, inoperative or abandoned condition and is located on Settlement Land, but is not within a structure erected in accordance with any law respecting the erection of buildings and structures.

**Lessor** - The Tr’ondëk Hwëch’in (TH) in the Tenancy Agreements. Includes any reference to Landlord in the *Residential Landlord and Tenant Act*.

**Lower End of Market Rent** – Historical TH rental rates for Housing Units, which were calculated based on CMHC guidelines.

**Occupant** – A person eighteen (18) years or older who resides in a Housing Unit and is listed on the Tenancy Agreement but does not have the rights and obligations of a Tenant, Co-Tenant, or Interim Tenant under a Tenancy or Interim Agreement.

**Order of Possession** – A right that may be applied for by TH (the Lessor) through the Residential Tenancies Office (RTO) to repossess a Housing Unit and require the Tenant(s) to move out. These requirements and processes are outlined in the *Residential Landlord and Tenant Act* (RLTA): Order of Possession of Rental Unit.

**Partner** – Either co-habitant of a domestic partnership, who may be a spouse as defined in the *Family Property and Support Act* (Yukon).

**Quorum** – The minimum number of TH Housing Committee members who must be present for decisions to be binding as described in the TH Housing Committee Terms of Reference.

**Rent Geared to Income** – TH rental rate for a Housing Unit based on the household income.

**Repayment Agreement** – An agreement made between a Tenant or former Tenant, co-Tenant, or Interim Tenant and TH to repay TH money owing due to rental arrears, damage to Housing Units or property, or

other fees applied outside of regular rental payments. **Tenancy Agreement** - A written agreement, as per the *Residential Landlord and Tenant Act* (Yukon), or any equivalent law passed by the Tr'ondëk Hwëch'in, between Tr'ondëk Hwëch'in and the Tenant(s) outlining the right to occupy a Housing Unit.

**Tenant** – A person(s) who occupies a Housing Unit who has entered into a Tenancy or Interim Agreement with TH.

#### **TH Family Group -**

**TH Council** – Persons elected to the positions of Chief or Councillors pursuant to the TH Constitution.

**TH Housing Committee** - The committee established by TH Council to support the fair and equitable distribution of TH rental housing.

**TH Housing & Infrastructure Department (H&I)** – The department that carries out the day-to-day operations of this policy, including the Director, the Housing Manager, and all other H&I Employees who provide services for TH rental housing, including maintenance.

**TH Standard Rental Rates** – TH's rental rates for Housing Units based on Housing Unit size and type and regional median rental rates.

**Transfer List** – A list of Citizens who need to, or want to, move to an alternate Housing Unit for general reasons, such as wanting to down-size or wanting a yard etc., which includes their Housing Unit requirements and reasons for needing the alternate Housing Unit.

**Yard** – The property surrounding single-family dwellings, duplexes, multi-plexes, including driveway, which is considered part of the Tenancy Agreement.

**Youth** – TH Citizens between the age of fifteen (15) and thirty (30) years of age.

### 1.3 Interpretation & Fair Treatment

Interpretation of this policy must be guided by Tr'ondëk Hwëch'in cultural values, and growing a healthy and safe future for the Tr'ondëk Hwëch'in community.

Every Citizen shall be treated equally without discrimination as established in Yukon's *Human Rights Act*.

The terms and conditions outlined in this policy are in compliance with the provisions of the *Residential Landlord and Tenant Act* (Yukon). This policy is also subject to the *Family Property and Support Act* (Yukon) and the *Residential Tenancies Regulation* as well as all other applicable laws of general application and TH legislation. Where there is a discrepancy between this policy and the Acts and Regulations, the Acts and Regulations shall prevail.

### 1.4 We Are at Home Living Tr'ëhudè

*Tr'ëhudè (our way of life) includes how we look after each other, ourselves and our homes.*

We live in a vibrant and proud community that reflects and supports Tr'ondëk Hwëch'in culture, values and traditions. This policy aims to uphold and encourage this vision for our community and to ensure our residential communities are safe, clean and healthy.



As a social determinant of health, housing is necessary for the well-being of the individual, family and community. Safe, quality and affordable rental housing has a ripple-effect, creating positive change in the lives of TH Citizens and their families.

Therefore, it is our commitment to provide the TH community with Housing Units that are:

- safe,
- affordable, and
- well-maintained, to meet or exceed health and safety and rental standards.

## 1.5 Purpose

The purpose of this policy is to guide the administration of TH rental housing in a way that reflects the principals and values of Tr'ondëk Hwëch'in.

This policy is in place to:

- Guide the ongoing management and financial viability of TH rental housing;
- Identify eligibility requirements for Housing Units;
- Ensure housing is allocated in a fair and equitable manner;
- Protect TH's investment in housing by protecting and extending the life of rental housing through appropriate and quality maintenance, repair, inspection and insurance;
- Encourage Tenants to participate in the maintenance and operation of their Housing Unit;
- Establish the rights and responsibilities of various TH bodies and Tenants;
- Recognize a supportive and holistic approach to ensure the safety and well-being of TH Citizens.

This policy does not include houses built prior to 1982 as described in Appendix A. These houses are managed in accordance with the *Tr'ondëk Hwëch'in Pre-1982 Housing Policy*.

## 1.6 Exceptional Circumstances

This policy cannot anticipate every possible event or situation that may occur. H&I Employees are expected to use their best judgment and ask for guidance before taking action. In situations where the individual circumstances of a particular case are not reflected in this policy, the Director of Housing and Infrastructure, in consultation with the Executive Director, will make a recommendation to the TH Housing Committee for consideration and decision.

## 1.7 Amendments to the TH Rental Housing Policy

The impetus for changes to this policy may come about in various ways, such as TH Council, TH administration or TH Citizen consultation.

- H&I may present proposed policy amendments to TH Council for approval.
- Citizens may propose policy amendments by way of General Assembly resolution.
- TH Council may consult with the Elders and Youth Councils, the TH Housing Committee and TH Citizens to discuss the nature of any proposed amendments.

Any policy amendments or repeals will follow the process outlined in the *Tr'ondëk Hwëch'in Governance Act*. Tenants will be notified of changes to the policy through written notice within twenty-one (21) days

of policy approval. Copies of the revised policy will be available at the Housing & Infrastructure Department office.

## 2 Tr'ondëk Hwëch'in Rental Housing

### 2.1 Overview

TH rental housing includes all Housing Units within the City of Dawson. It does not include pre-1982 houses as described in Appendix A, which are managed in accordance with the *Tr'ondëk Hwëch'in Pre-1982 Housing Policy*.

### 2.2 General Roles & Responsibilities

TH has important roles and responsibilities associated with the administration, allocation and maintenance of TH rental housing.

#### 2.2.1 Tr'ondëk Hwëch'in Council

TH Council is responsible for:

- a. Approving all budgets related to the delivery and administration of TH rental housing;
- b. Approving this policy, and any revisions or amendments as recommended by the Director of Housing & Infrastructure;
- c. Supporting the enforcement of this policy;
- d. Providing advice and recommendations to the TH Housing Committee and H&I through the Executive Director;
- e. Establishing the TH Housing Committee, approving their terms of reference, and appointing members;
- f. Establishing an Administrative Appeals Tribunal as per the *TH Administrative Appeals Act*;
- g. Reviewing any conduct or business-related concerns of the TH Housing Committee and Appeal Tribunal members and recommending disciplinary action to the Executive Director.

TH Council is not responsible for allocating houses, and will not hear appeals or disputes. For information related to complaints and appeals, see Sections 14 & 15.

#### 2.2.2 TH Housing Committee

The TH Housing Committee is a formal TH committee established under the TH Boards and Committees Policy with committee members appointed by TH Council.

Each committee member must sign and adhere to an Oath of Confidentiality (Appendix B), Terms of Reference (Appendix C), and Code of Conduct (Appendix D), which includes a commitment to declare any conflicts of interests that may arise as per the *TH Conflict of Interest Code* (Appendix E).

The TH Housing Committee receives their authority to allocate Housing Units in their Terms of Reference and uses the criteria outlined in this policy and any other applicable TH policies and legislation, to reach their decisions.

The TH Housing Committee meetings are closed to the public. The TH Housing Committee can require or request a Tenant or applicant to attend a meeting. Citizens may also make arrangements with H&I to attend a TH Housing Committee meeting when their application is being reviewed, and may also bring a support person with them.

Decisions of the TH Housing Committee may be appealed under the *TH Administrative Appeals Act*.

The TH Housing Committee is responsible for:

- a. Meeting regularly, and as needed, to discuss items presented by the H&I;
- b. Working with the H&I Employees to ensure the Lessor and Tenant's rights and responsibilities, as outlined in the Tenancy Agreement, are administered fairly and consistently;
- c. Hearing and deciding upon all housing issues, including but not limited to housing applications and evictions, in a fair and unbiased manner in accordance with this policy, the Tenancy Agreement, other TH laws and policy including the *TH Constitution*, the *Yukon's Residential Landlord and Tenant Act*, and *Yukon's Human Rights Act*;
- d. Allocating all vacant Housing Units as per the Applicant List, Transfer List, Emergency List, and Emergency Transfer List, according to eligibility criteria;
- e. Reviewing and deciding upon applications for Interim Agreements for absences longer than one (1) month;
- f. Voting, when appropriate, on matters presented to them.

### 2.2.3 Tr'ondëk Hwëch'in Housing & Infrastructure Department (H&I)

H&I employees are responsible for:

- a. Administering this policy in a fair and viable manner in accordance with applicable policies and legislation, and TH cultural values;
- b. Reviewing and recommending changes to this policy and other policies and agreements that affect H&I;
- c. Planning and carrying out TH Citizen community meetings on housing programs and/or services;
- d. Reviewing all housing applications for completeness and eligibility to ensure they are properly processed, and forward them to the TH Housing Committee for review;
- e. Providing support to the TH Housing Committee, including administrative support, providing application and tenancy information, reporting decisions, and following up on action items;
- f. Making emergency decisions on housing issues and review next steps with the TH Housing Committee;
- g. Keeping applicants informed of decisions made by the TH Housing Committee;
- h. Reviewing and deciding upon house-sitters for absences less than one (1) month;
- i. Maintaining confidential records relating to tenancy, applications and allocations, finances, and housing construction, renovations, repairs, inspections, maintenance, and financial records;
- j. Providing the TH Administrative Appeals Tribunal with any information requested from H&I during an appeal;
- k. Maintaining all Housing Units to comply with health, safety, maintenance, and occupancy standards established by law by carrying out and overseeing repairs, renovations, and maintenance in a cost-effective manner;

- l. Ensuring the delivery of municipal services including water, sewer, and garbage removal (or the provision of common garbage stands for subdivisions) as per the Tenancy Agreement;
- m. Performing inspections of Housing Units;
- n. Following up on policy breaches and arrears and work to resolve them with Tenants, seeking assistance from other TH departments as needed;
- o. Providing information and support to Tenants to ensure this policy and all relevant laws/policy it contains are followed. This may include involving other departments and related agencies.

#### 2.2.4 TH Finance Department

TH Finance Department employees are responsible for:

- a. Invoicing and collecting housing-related payments from Tenants and issue receipts;
- b. Collecting housing-related payments from Tenants as agreed upon in Repayment Agreements;
- c. Administering and processing payroll deduction of rents as per this policy;
- d. Keeping H&I informed of any missed rents or breaches of Repayment Agreements;
- e. Carrying out collection processes for all overdue accounts receivable, when required;
- f. Carrying out accounts payable and timely payment of invoices;
- g. Assisting with CMHC and general rental program audits;
- h. Preparing all documents needed for renewal of mortgages and final cost certificates;
- i. Creating and maintaining various databases for accounts.

#### 2.2.5 Tenants

Tenants are subject to the rights, responsibilities, and obligations set out in the Tenancy Agreement (Appendix F), which includes this policy and the *Yukon Residential Landlord and Tenant Act*.

Tenants are responsible for:

- a. Understanding and signing a Tenancy Agreement and abiding by all of the terms and conditions of the Agreement;
- b. Making monthly rental payments in full on or before the first of each month as per their Tenancy Agreement to the TH Finance Department;
- c. Setting up a transfer of utility services, such as electricity, at the beginning of tenancy and provide H&I Employees with a copy of the receipt;
- d. Providing adequate proof of income for affordable Rent Geared to Income (RGI) calculations;
- e. Ensuring requests for service and maintenance, damage reports, and complaints, are made to the H&I Employees promptly;
- f. Immediately reporting any accident, break, or defect in water, heating, or electrical system and report any other required repairs to H&I Employees;

- g. Informing H&I Employees of any change to personal and emergency contact information;
- h. Seeking written permission from the TH Housing Committee before providing surety (assuming the responsibility for another person) to offenders, criminals, or children under the age of 18 that have left the continuing care system;
- i. Contacting H&I Employees to identify any additional occupants in the house. Occupants are anyone living in the Housing Unit for a period of more than one (1) month. Occupants must be in good standing with H&I, meaning no arrears, unresolved issues with H&I, or evictions within the last twelve (12) months.
- j. Seeking permission from the TH Housing Committee to run a home-based business out of a Housing Unit, and obtain the appropriate business license and insurance;
- k. Providing one (1) month written notice to the H&I to terminate their Tenancy Agreement;
- l. Considering acquiring content insurance for personal property (highly encouraged as TH is not responsible for personal belongings of Tenant);
- m. Obtaining written approval from H&I prior to making any alterations to the Housing Unit;
- n. Preparing for home inspections by H&I Employees to demonstrate compliance to the Tenancy Agreement and this policy;
- o. Preventing excessive noise, disturbance, damage or illegal acts including those that result in complaints to and/or response from the RCMP, TH, and the City of Dawson;
- p. Adhering to all applicable TH policies and City of Dawson bylaws;
- q. Preventing damages from pets to the Housing Unit and Housing Unit property and arrange to repair damages if they occur;
- r. Entering a Repayment Agreement with TH for any costs owing from damages or negligence to the Housing Unit;
- s. Performing certain maintenance responsibilities;
- t. Ensuring the Housing Unit is monitored during absences, short and longer-term.

### 2.3 Housing Allocation

TH is committed to a fair and transparent allocation process. Once eligibility has been determined (Section 2.3.1) and an application for a Housing Unit is deemed complete and valid, the application goes to the TH Housing Committee to be prioritized on the Applicant List for a housing allocation decision (Section 2.3.4).

### 2.3.1 Eligibility

To be eligible for a Housing Unit, the applicant must:

- a. be a TH Citizen, or be a primary care-giver of a TH Citizen who is under eighteen (18) years of age;
- b. Be eighteen (18) years of age or older, or if applying for an Elder's residence, must be at least fifty-five (55) years of age;
- c. Disclose all Tenants and occupants at time of application;
- d. Provide written confirmation from Yukon Energy showing they are in good standing and able to obtain an electrical hook-up;
- e. Must be in good financial standing with TH. For applicants in housing-related arrears, see Section 2.3.2.1 for more information.

### 2.3.2 Additional Eligibility Considerations, Requirements and Constraints

- a. Applicants who have been evicted from TH rental housing must **wait** twelve (12) months before applying for new tenancy for TH rental housing;
- b. Applicants with prior evictions or a history of damage, abuse or neglect to past Housing Units **may** receive additional conditions on their Tenancy Agreement or may not be considered eligible to apply for TH rental housing;
- c. TH Citizens who own a habitable home in the City of Dawson or the surrounding area are not eligible for TH rental housing;
- d. TH Citizens who own a home in another community, but whose primary residence is the City of Dawson, may qualify for a Housing Unit. Their applications will be reviewed on a case-by-case basis by the TH Housing Committee;
- e. For Citizens requiring assistance, information and support will be provided by H&I and other TH departments as needed to foster understanding and ensure housing applications are completed.

#### 2.3.2.1 Applicants in Arrears

Applicants in housing-related arrears owed to TH (damages and/or unpaid rent) must be in good financial standing with TH by settling outstanding arrears, either in full or by entering a Repayment Agreement with either of the following conditions prior to being considered for a Housing Unit or added to the Applicant List:

1. Pay twenty-five (25) percent of the outstanding account balance in addition to committing to ongoing monthly payments at the agreed upon amount, or
2. Pay six (6) consecutive monthly payments as agreed upon in the Repayment **Agreement**.

If a Citizen is on the Applicant List and the Repayment Agreement is breached; the applicant(s) name will be removed from the Applicant List. In order to be eligible to re-apply for a Housing Unit or the Applicant List, they must comply with a Repayment Agreement under either of the conditions described above.

### 2.3.3 Application Process

New housing applications are accepted year-round and are reviewed monthly, or as required, by the TH Housing Committee.

When a Housing Unit becomes available, the Housing Committee reviews the Applicant and Emergency Lists, taking into account the information available (e.g. letters from the applicant, current circumstances, etc.).

H&I Employees are committed to assisting Citizens as needed in the application process.

The process for applying for a TH Housing Unit is as follows:

1. A completed TH Housing Application Form (Appendix G) must be submitted to the H&I office;
2. H&I employees will review the application form within seven (7) days of receipt to ensure all required information has been provided and that the applicant is eligible;
  - a. If the required information is not provided, is incomplete or invalid, or is incorrect or misleading, H&I employees will ask the applicant to include all relevant information before their application can be processed;
3. Within thirty (30) days of receiving the eligible application, H&I employees will send a letter to the applicant on behalf of the TH Housing Committee to acknowledge receipt of their application and confirm the applicant is now on the Applicant List.

### 2.3.4 Allocation Decisions

- a. The TH Housing Committee has sole discretion in allocating Housing Units based on priority considerations, and any other relevant information (Sections 2.3.4.1 – 2.3.4.4.1).
- b. The TH Housing Committee makes best efforts to allocate the Housing Unit to the applicant with the greatest need and to preserve community safety in their housing allocation decisions.
- c. The timing of allocation and allocation decisions are dependent on Housing Unit vacancies and availability of new TH rental housing stock.
- d. Only one Housing Unit can be allocated to a TH Citizen or TH family group.

Once the TH Housing Committee allocates a Housing Unit:

1. H&I employees will contact the successful applicant as soon as possible regarding the allocation;
2. The applicant will then have fourteen (14) days to confirm acceptance of the Housing Unit and to make arrangements for an in-person meeting with H&I employees to sign the required documentation;

- a. If the applicant fails to confirm acceptance within fourteen (14) days, the applicant will need to resubmit the housing application.
- b. If the applicant is away and unable to respond to the letter within the fourteen (14) days, due to vacation or other circumstances, they must contact H&I employees upon return to explain the situation and, the decision whether or not their application is returned to the Applicant List or whether the Housing Unit is still assigned to the applicant is at the TH Housing Committee's discretion.
3. An applicant who rejects an offer of a Housing Unit will be returned to the Applicant List. The date of application will be amended to the date the offer was rejected, and a note will be placed on their file and the TH Housing Committee will be notified;
4. In the event, the applicant needs to decline the Housing Unit for a justifiable reason, this will not impact their standing on the Wait List.

Allocation decisions made by the TH Housing Committee can be appealed to the Administrative Appeals Tribunal as provided for in the *TH Administrative Appeals Act* (Section 15).

#### 2.3.4.1 Priority Considerations

The TH Housing Committee will consider the following priorities when making an allocation:

- a. Size of family;
- b. Homelessness;
- c. Urgent need for emergency accommodations;
- d. Overcrowding or inadequate accommodation;
- e. Unstable or substandard housing circumstances, such as lack of essential facilities (e.g.: water, electricity);
- f. Medical condition or disability, such as wheel chair accessibility;
- g. Domestic violence and abuse; \*
- h. Living in crisis or emergency accommodation.

##### 2.3.4.1.1 Emergencies

- a. Applicant may submit in writing or verbally to H&I employees the nature of their emergency and need for housing, or emergency need to transfer from one Housing Unit to another;
- b. Applicant may request through H&I employees to speak directly to the TH Housing Committee to explain their situation;
- c. H&I employees may request an emergency meeting of the TH Housing Committee to make an immediate decision on a pressing situation;
- d. Whether or not a situation is an emergency, will be solely at the discretion of the TH Housing Committee with recommendation from H&I employees;
  - i. An emergency may be an occurrence beyond an applicant's control, such as a medical condition or fleeing from domestic violence, or other reason(s) that cause risk of homelessness.
- e. The TH Housing Committee may offer the emergency applicant a vacant Housing Unit, if housing stock is available;
  - i. A Housing Unit that has already been allocated to another Tenant will not be offered as emergency housing.



- f. If no Housing Units are available, H&I will add the application to the Emergency List or Emergency Transfer List. The same application process applies to both;
- g. Only the TH Housing Committee can assign a Housing Unit regardless of the circumstance, unless the referral is to a shelter or temporary transition space if available;
- h. In the event of an immediate emergency, like a fire, H&I employees may temporarily allocate a vacant Housing Unit to the Citizen and inform the TH Housing Committee, in writing, by the next regularly scheduled committee meeting;
- i. If the application is approved and an allocation is made by the TH Housing Committee, the applicant may sign a new Tenancy Agreement and is responsible for any costs associated with the move;
  - i. They will have fourteen (14) days to transfer to the new Housing Unit and may request an extension for the transfer up to thirty (30) days. Beyond thirty (30) days, rent will be charged for both the previous Housing Unit and new Housing Unit.
- j. If the applicant refuses the Housing Unit allocated to them:
  - i. The Tenants will be removed from the Emergency List or Emergency Transfer List, but can remain on, or apply to, the Applicant List;
  - ii. H&I will send a written notification to the applicant within fourteen (14) days of the refusal, stating that H&I has attempted to secure emergency housing and the applicant refused the offer;
  - iii. The applicant will then be responsible for finding their own accommodation until they are allocated a Housing Unit.

#### 2.3.4.1.2 Rental Housing Standards

- a. If deemed through inspection (Section 9) that the Housing Unit needs to be vacated because it does not meet minimum rental housing standards, the Tenant will be given priority for assignment to another available Housing Unit and will be required to move as soon as possible for the safety of the Tenant and other occupants;
  - i. If a Housing Unit can be salvaged and returned to a habitable state, a Tenant may be moved temporarily until the fixes on their original Housing Unit are complete.
- b. If a Housing Unit needs to be vacated because it does not meet minimum rental housing standards, but the Tenant does not agree to being moved elsewhere, they will be evicted by TH with cause (Section 13.2.3).

#### 2.3.4.2 Divorce or Separation

- a. In the event of divorce or separation, both parties of a former partnership need to submit a written notice to H&I stating they have separated, including information about living arrangements. This will be provided to the TH Housing Committee to assist in their housing allocation decisions.
  - i. The TH Housing Committee may request additional information, including any related legal documentation, to assist their decisions.
- b. To best support TH families, the TH Housing Committee makes allocation and tenancy decisions based on individual circumstances. These decisions may include relocating the family and/or

former partners to alternate Housing Units without returning them to the Applicant or Emergency List.

#### 2.3.4.2.1 With TH Children/Dependents

TH will enter into a new Tenancy Agreement with a parent or guardian concerning the current Housing Unit, to best ensure the TH children and/or dependents have safe and stable housing.

- a. For a non-TH Citizen Tenant with TH children/dependent(s):
  - i. At eighteen (18) years of age, a TH youth will have the opportunity to apply to the TH Housing Committee to assume the Tenancy Agreement from their non-TH Citizen parent/guardian, as policy is to have all tenancy agreements with TH Citizens.
  - ii. The same rights and responsibilities are afforded to the non-TH Citizen Tenant as TH Citizen Tenants while they are caring for dependent TH Citizens in the Housing Unit.
- b. For former co-habitants who are TH Citizens:
  - i. They will be added, with the submission of an application, to the Applicant List or Emergency List or allocated a different Housing Unit if available.
  - ii. They may be assisted with other housing options through the TH Wellness Department, the Ni'ehyat Nidähji' Department and the TH Justice Department.

#### 2.3.4.2.2 Without TH Children/Dependents

For former partners who are both TH Citizens without children or dependents, TH will enter a new Tenancy Agreement with either TH Citizen, as decided on a case-by-case basis by the TH Housing Committee.

#### 2.3.4.3 If a Tenant Passes

If a TH Citizen Tenant passes away, H&I employees will meet with all current occupants of the Housing Unit and/or the family members of the deceased to determine an appropriate way to respectfully re-occupy the Housing Unit.

- a. Current occupants of the Housing Unit who are eligible TH Citizens will be invited to apply to the TH Housing Committee to assume the Tenancy Agreement;
- b. If a deceased Tenant's surviving partner or child is (18) eighteen years of age or older, and an eligible TH Citizen, they can apply to the TH Housing Committee to reassign the Tenancy Agreement in their name;
- c. For TH children under the age of (18) eighteen, or dependents, the TH Housing Committee may assign the Tenancy Agreement to their parent or guardian;
- d. The TH Housing Committee reserves the right to relocate current occupant(s) to another Housing Unit, especially in the case of over-housing (Section 2.3.4.4.1);
- e. If the surviving partner is not a TH Citizen, they will be given twelve (12) months to vacate the Housing Unit. An exception may be made by the TH Housing Committee and tenancy may be extended where the surviving partner is caring for dependent TH Citizens in the home, for example children under the age of eighteen (18) or an Elder.
  - i. Any other occupants who are non-TH Citizens will be given notice to vacate the Housing Unit in accordance with the RLTA.

#### 2.3.4.4 Transferring Between Housing Units

Tenants may apply to transfer between Housing Units for a variety of reasons or the TH Housing Committee may move Tenants to an alternate Housing Unit based upon the varying needs of Tenants and applicants.

##### 2.3.4.4.1 Transferring Between Housing Units at the Request of the TH

The following guidelines are considered adequate housing under the National Occupancy Standards:

- a. One bedroom per adult;
- b. One bedroom per couple;
- c. One bedroom each for children of different genders aged six (6) years or older.

Tenants residing in a Housing Unit with bedrooms that exceed the above guidelines will be considered over-housed. Alternatively, Tenants residing in a Housing Unit that does not meet the above guidelines will be considered under-housed.

Applicants who have specific accessibility needs will be assigned a Housing Unit, as it comes available, that best matches those needs.

The TH Housing Committee reserves the right to re-allocate over-housed and under-housed Tenants in all circumstances, including for H&I to repair and/or replace Housing Units. Upon availability and with sixty (60) days written notice from the TH Housing Committee, Tenants will relocate to the newly allocated Housing Unit.

##### 2.3.4.4.2 Transferring Between Housing Units at the Request of the Tenant

1. An existing Tenant who occupies a Housing Unit and wishes to move to an alternate Housing Unit for reasons, such as need for additional rooms or need for a yard, will submit a Transfer Application to the H&I as outlined in this policy (Appendix H).
2. With the exception of a Tenant who is in under-housed conditions, the Tenant's application for an alternate Housing Unit will be added to the Transfer List and will be considered equally with all other applications as per the eligibility and prioritization criteria of this policy.
3. After review, if the transfer is approved, the Tenant will sign a new Tenancy Agreement and will be responsible for any costs associated with the move. A Tenant will have fourteen (14) days to transfer to the new Housing Unit. Beyond fourteen (14) days, rent will be charged for both the previous Housing Unit and new Housing Unit.

## 3 The Tenancy Agreement

- a. A Tenancy Agreement is a document that sets out the terms and conditions associated with renting a Housing Unit. It is administered according to the terms outlined in the agreement, the *Residential Landlord and Tenant Act (Yukon)*, this policy, and any applicable TH laws and

regulations. The agreement outlines obligations, rights and responsibilities of the Tenant and TH (Appendix F).

- b. All Tenants allocated a Housing Unit, including those Citizens on Social Assistance, must sign a Tenancy Agreement;
- c. Once signed, the Tenancy Agreement will continue on a month-to-month basis until it is terminated.

### 3.1 Signing the Tenancy Agreement

Once the applicant has accepted the offer of a Housing Unit, and prior to tenancy:

1. H&I employees will meet with the Tenant to explain all aspects of the rental program and explain the Tenancy Agreement and this policy, outlining the responsibilities of H&I and the Tenant.
  - a. In certain cases where more assistance is needed, an applicant may request the TH Wellness Department to help explain the Tenancy Agreement.
  - b. All occupants, including annual household income earners (Section 10.2.3), who will reside in the Housing Unit must be listed on the agreement.
  - c. There must be full disclosure of all potential Tenants and occupants including all relevant judicial orders that could affect tenancy.
  - d. The agreement will then be signed by the Tenant(s) and H&I employees prior to taking occupancy of the Housing Unit. Signing of the Tenancy Agreement means the applicant understands and agrees to all terms and conditions of the Agreement, which includes this policy.
  - e. If the H&I employees discover that the applicant has provided false, misleading or inaccurate information on the TH Housing Application Form, the Tenancy Agreement may be terminated and the Tenant will have sixty (60) days to vacate the property, or no less than required by the RLTA.
2. A record of this meeting will be retained in the Tenant's file.
3. H&I Employees will provide the Tenant with a copy of the Tenancy Agreement and a copy of this policy.
4. Copies of other applicable policies, laws and regulations can be provided upon request.

## 4 Absences

There are various reasons occupants may need to temporarily leave their Housing Unit. Based on the duration of leave, from short to long-term, the following procedures are in place to ensure the Housing Unit is well looking after in the Tenant's absence.

### 4.1 Subletting Prohibited

- a. Subletting of a Housing Unit or rooms within a Housing Unit is not be permitted by TH. Any such subletting would be in conflict with the intentions of this policy and would not be reasonably fair to other applicants, including those in need of emergency housing or on the Applicant List or Transfer List. Subletting does not include house-sitting or Interim Agreements as described in the Sections 4.2 and 4.3.

- b. Any attempt to sublet will be met with the termination of the Tenancy Agreement and the TH Housing Committee may decide that the former Tenant will not be eligible to rent another Housing Unit for a period of time.

## 4.2 Short-Term Absences

- a. If a Tenant is away from the Housing Unit for a period of seven (7) consecutive days between May 1st and September 30<sup>th</sup>, or for twenty-four (24) hours between October 1st and April 30<sup>th</sup>, the Tenant must arrange for a responsible person, eighteen (18) years of age or older, with the experience to adequately care for the Housing Unit, to house-sit during their absence.
  - i. This is to ensure the Housing Unit remains in good order and protected against weather, such as freezing of pipes, and vandalism.
  - ii. This includes checking the plumbing, by turning on taps in sinks and bathtubs and flushing toilets.
- b. The Tenant may arrange to have someone reside in the Housing Unit, or have a responsible person or an approved monitoring company check the Housing Unit, especially plumbing, at least once every twelve (12) hours.
- c. H&I must be informed of and approve the house-sitter and house-sitting or monitoring schedule in advance of the absence.
- d. During short-term absences, less than one (1) month, Tenants must arrange a house-sitter. The maximum period of time for a short-term absence of a Tenant from their Housing Unit is one (1) month.
- e. Housesitting situations that extend past one (1) month will be considered an Interim Agreement (Section 4.3).
- f. The house-sitter will not have security of tenure, meaning the house-sitter does not have rights to the Housing Unit.
- g. During the short-term absence, the Tenant will remain responsible for:
  - i. Paying all housing costs including rent, hydro and other services;
  - ii. Paying the cost of repairing any damage caused by the house-sitter's actions or neglect to the Housing Unit that may occur during their absence;
  - iii. Providing H&I with contact information (telephone and mailing address) for themselves, as well as their house-sitter, for the period of their absence;
  - iv. Ensuring the house-sitter abides by the terms and conditions of the Tenancy Agreement.
- h. If the house-sitter fails to abide by the terms and conditions of the Tenancy Agreement, H&I employees will contact the Tenant to confirm the breach. If the breach is not resolved within seven (7) days, the house-sitter will be required to vacate the Housing Unit. The Tenant must arrange for a new house-sitter or must return to the Housing Unit immediately to care for the Housing Unit. Failure to secure a new house-sitter or to return immediately may result in the Tenancy Agreement being terminated due to abandonment (Section 13.3.2).

- i. Failure by a Tenant to inform H&I of a short-term absence will result in the Tenant being charged for any cost required to secure the Housing Unit or repair damages that may have occurred during their absence. The Tenant will be invoiced for the cost of the repairs (labour and materials).

### 4.3 Interim Agreements

Interim Agreements are designed to support Citizens who need to be away from their Housing Unit for a period longer than one (1) month due to educational, medical, temporary employment or legal reasons (such as incarceration). Due to the long Applicant List, Interim Agreements will be granted on a case-by-case basis.

#### 4.3.1 Interim Agreement Application Process

- a. Interim Agreement requests from the original Tenant must be received in writing by the TH Housing Committee at least one (1) month prior to the date the original Tenant intends to vacate the Housing Unit.
- b. The written Interim Agreement request must contain the following:
  - When original Tenant is leaving and returning from the Housing Unit;
  - A list of all individuals occupying the Housing Unit during the original Tenant's absence;
  - Reason for Interim Agreement request.
- c. Interim Agreements can be approved for up to a total of one (1) year with a possibility of an extension by the TH Housing Committee and will be considered for the following reasons:
  - Education Leave,
  - Medical leave,
  - Incarceration, or
  - Employment.
- d. All Interim Agreements must be approved in writing by the TH Housing Committee.
- e. An Interim Agreement can be granted due to specific needs of the Tenant or their dependents (for example, if the child of a Tenant needs extended medical care).
- f. The TH Housing Committee will issue their decision regarding an Interim Agreement within fourteen (14) days of the application being submitted.
- g. After the Interim Agreement is accepted, Tenants on Interim Agreement must provide documentation demonstrating their on-going need for an Interim Agreement every four (4) months (Section 4.3.2).
- h. H&I employees will contact the Tenant at least two (2) weeks prior to the documentation being required. The Tenant will have two (2) weeks from the receipt of the request to supply the documentation.

#### 4.3.2 Documentation

Documentation is required to demonstrate a Tenant's need for an Interim Agreement.

- a. For a Citizen to qualify for Interim Agreements based on education, the Citizen must demonstrate they are registered for at least one (1) in-person course for each 4-month Interim Agreement period.
  - i. An official confirmation of enrollment from their place of education will be accepted.
- b. For a Citizen to qualify for Interim Agreements based on employment, they must demonstrate that the employment is a term appointment. Citizens who gain permanent employment outside of the City of Dawson will not be eligible for an Interim Agreement.
  - i. A written confirmation of employment from the Tenant's employer is required. This can be a hard-copy mailed letter, or an email from the employer on company letterhead.
- c. For a Citizen to qualify for an Interim Agreement based on incarceration, the Citizen must anticipate a short-term incarceration period.
  - i. An incarcerated Tenant can be approved for a full year, or longer as approved by the TH Housing Committee, without the necessary documentation being updated every four (4) months.
- d. For a Tenant to qualify for Interim Agreements based on medical needs, the Tenant must submit a letter from a medical professional or their office.
  - i. An email from the medical professional indicating ongoing need of in-person medical treatment will be accepted.
- e. Other types of documentation will be considered on a case-by-case basis.

#### 4.3.3 Interim Tenants and Tenancy

- a. In situations where there are no suitable TH Citizen Interim Tenants available, the TH Housing Committee may consider a non-Citizen Interim Tenant on a case-by-case basis.
- b. All Interim Tenants must be eighteen (18) years of age or older and have no unresolved breaches and/or arrears with the H&I.
- c. TH Citizens in rental arrears will not be allowed to be an Interim Tenant unless they pay the amount in full to TH or enter a Repayment Agreement with TH and are deemed to be in good-financial standing (Section 2.3.2.1 & Section 12.4).
- d. H&I employees will perform an inspection of the Housing Unit when the Interim Tenant moves in and again when they move out.
- e. Any potential Interim Tenant who owns their own habitable living unit within the City of Dawson and the surrounding area will not be eligible as an Interim Tenant.

- f. If, at the end of the Interim Agreement period, the original Tenant chooses not to return to their Housing Unit, the Interim Tenant (if they are on the Applicant List) can apply to take over that Housing Unit as the new Tenant. The decision will be made by the TH Housing Committee.
- g. The Interim Tenant is responsible for any noise, damage, or other problems caused during the period of the Interim Agreement; However, the original Tenant remains accountable for all terms of the Tenancy Agreement.
- h. It is the responsibility of the original Tenant to amend the Interim Agreement with the Interim Tenant and H&I regarding early return from their approved leave.
- i. The Interim Tenant is responsible for having the Housing Unit clean and in good repair prior to the return of the original Tenant.
- i. H&I will not renovate the Housing Unit when the Interim Tenant leaves and the original Tenant returns.
- j. In the event an Interim Tenant does not fulfill their duties, the Tenant and H&I must arrange another Interim Tenant.
- k. If a Tenant's circumstances change and they fail to meet the requirements for an approved Interim Agreement, they will be required to return to their Housing Unit within thirty (30) days. Failure to return within thirty (30) days of an Interim Agreement becoming void may result in the Housing Unit being considered abandoned (Section 13.3.1).

## 5 Maintenance

TH rental housing requires general maintenance, including services, repairs and renovations, on an as needed basis.

H&I is responsible to provide a certain level of maintenance and ongoing services as resources permit. The TH Housing and Infrastructure Department works within their capital budget to do their best to meet each and every Citizen's housing needs. H&I contends with and reconciles various demands, such as competing repair needs, the availability of materials, and unforeseen emergencies. Limitations to fulfill maintenance responsibilities, such as the ability to secure contractors, the capacity of laborers, budgetary restraints, and seasonal restrictions, influence how and when the work can be carried out.

Tenants also play an important role in upkeeping both the Housing Unit and surrounding property as part of their tenancy responsibilities. In addition, Tenants can become more involved, such as adding improvements or doing renovations to their Housing Unit, when approved by H&I.

### 5.1 Appliances Provided by H&I

- a. H&I will provide a working fridge and stove to Tenants. H&I will replace fridges and stoves if they cease working. If they have ceased working due to Tenant damage through action or neglect, H&I will charge the Tenant with cost of replacement.



- b. The Tenant will provide their own washer, dryer and dishwasher and will be responsible for the service of them and removal at end of tenancy.

#### 5.1.1 Upgrades to Appliances

- a. H&I will pay for basic model appliances (fridges and stoves only) when the existing appliances (Section 5.1) are no longer in good working condition.
- b. With written approval from H&I, a Tenant may upgrade appliances or fixture(s) with a more expensive model and will be responsible for the cost of the items.
- c. The Tenant will contact H&I to have the old appliance or fixture picked up and removed.
- d. If the Tenant has purchased their own fridge and/or stove, they will be able to take the appliance(s) with them to their next home. However, fixtures will remain in the house and become the property of TH. If the Tenant has constructed out-building(s) to house appliances in the yard, these structures will be treated as per Section 7.2.

#### 5.2 Maintenance Provided by H&I

H&I is responsible for maintaining the Housing Unit and common areas for apartments to ensure compliance with applicable health, safety and housing standards as set out in the *Residential Tenancies Regulations* (Yukon).

##### 5.2.1 Repairs

- a. TH will provide minor repairs as requested by the Tenant, dependent on time, resources and capacity of H&I employees, and will invoice the Tenant for time and materials on a cost-recovery basis.
- b. H&I shall carry out or oversee maintenance repairs to the Housing Unit, including the building structure, heating system, electrical and interior plumbing where either:
  - i. The maintenance or repair is required on a component of the Housing Unit at the time of occupancy;
  - ii. The component has reached the end of its serviceable life;
  - iii. The maintenance or repair is related to normal wear and tear.
- c. Citizens must contact H&I to provide as much details as possible for the necessary repairs. A work order will be created and dealt with as time and resources permit. Repairs of the following nature are considered Emergency Repairs, and as such will be prioritized:
  - i. Major leaks in pipes or in the roof;
  - ii. Damaged or blocked plumbing fixtures or sewer pipes;
  - iii. Malfunctioning electrical systems;
  - iv. Broken central or primary heating systems;
  - v. Defective locks that let anyone enter the Housing Unit without a key.

- d. H&I will not cover the cost of repairs to the Housing Unit or replacing damaged items when it has been determined to be a result of damage from action or neglect on the part of the Tenants, occupants, their guests or their pets (Sections 9.1 & 11).
- e. Damage to the Housing Unit and property as a result of vandalism or other illegal activity, must be reported to the police by the Tenant immediately and reported to H&I. If the RCMP confirms this damage is criminal and not the fault of the Tenant, H&I will cover the cost of repairs.

#### 5.2.2 Renovations

- a. H&I renovates Housing Units as required. Renovations needed for health and safety reasons take priority over other renovations.
- b. Once a Housing Unit has been allocated for renovations, the Citizen living in the Housing Unit will be contacted by H&I employees to discuss the schedule for renovations.
- c. If the renovations will be overly disruptive to a Tenant, the Tenant may be offered an alternative Housing Unit if available. For policy on renovations of the Housing Unit initiated by the Tenant, see Section 7.

#### 5.2.3 Common Areas- Apartments

- a. H&I provides ongoing maintenance for common spaces associated with apartments, including shared indoor and outdoor spaces.

#### 5.3 Services Provided by H&I

- a. H&I and the City of Dawson deliver the following services on an ongoing basis as part of the Tenancy Agreement:
  - i. Annual septic tank pump out
  - ii. Water delivery for Housing Units outside of the City of Dawson water and sewer services. Specific volume covered by H&I. Additional deliveries become Tenant's responsibility and cost.
  - iii. Garbage pick-up
- b. H&I is also responsible for the following services, as required, and as time and resources allow:
  - i. Mould testing;
  - ii. Furnace service, chimney, and vent cleaning;
  - iii. Fire extinguisher servicing;
  - iv. Smoke/CO alarm replacement;
  - v. Water pump service & replacement;
  - vi. Water tank cleaning;
  - vii. Well water monitoring;
  - viii. Hot water tank service and replacement;
  - ix. Caulking and weather-stripping around mechanical and electrical services;
  - x. Septic tank replacement;
  - xi. Repair & replace garbage boxes;

- xii. Housing Unit inspections for safety, repairs and maintenance.

### 5.3.1 Fees

Elders are excluded from all charges and fees.

#### 5.3.1.2 After Hours

- a. After hours fees, based on actual cost to H&I, will be applied to after hours non-emergency maintenance call-outs, including lock-out assistance.
- b. It is recommended that non-emergency maintenance needs wait until business hours to avoid after hours fees.
- c. After hours fees do not apply to emergency call-outs, unless deemed the cause of the Tenant. Emergency call-outs refer to emergency repairs, such as:
  - i. Major leaks in pipes or in the roof;
  - ii. Damaged or blocked plumbing fixtures or sewer pipes;
  - iii. Malfunctioning electrical systems;
  - iv. Broken central or primary heating systems; and
  - v. Damaged or impaired door locks.
- d. Any call-out not related to emergency repairs, or caused by the Tenant, will be considered a non-emergency call-out. Exceptions may be made on a case-by-case basis.

#### 5.3.1.3 Lock Out or Lock Replacement

If a Tenant is locked out of their Housing Unit or requests a lock-change, H&I will chargeback the actual costs of the service.

## 5.4 Maintenance Responsibilities of Tenant

- a. Tenants must strive to maintain the Housing Unit and yard in effectively the same condition as at the commencement of their Tenancy Agreement.
- b. Tenants must contact H&I with requests for inspections concerning damages, safety requirements and repair and maintenance needs (Section 9).
- c. The Tenant is responsible for maintaining the Housing Unit and yard, including:
  - Utilities and Safety;
  - Preventing Mould;
  - Preventing Freeze Up;
  - Performing Minor Maintenance Jobs;
  - Snow Shovelling;
  - Upkeeping the yard.

- d. Elders, or those with disabilities, may not be able to carry out the maintenance responsibilities listed above. H&I will work directly with Elders to fulfill these requirements.

#### 5.4.1 Utilities and Safety

Tenants are responsible for:

- a. Working to ensure that all standard utilities (electrical services, fuel oil tank, water, heat, etc.) are operational at all times;
- b. Keeping the Housing Unit and yard free of health and safety hazards, including wrecked and abandoned vehicles and machinery, and carry out the day-to-day upkeep of the Housing Unit;
- c. Complying with all health, fire, and safety regulations of the Yukon;
- d. Complying with all City of Dawson bylaws regarding pets, yard maintenance, fire hazards, debris-free access, and noise and paying for any costs incurred by breaching bylaws;
- e. Keeping the Housing Unit balconies, exterior stairs, porches, and decks neat and tidy at all times, and refraining from using these areas as storage;
- f. Turning water bleeders on from September 1 to May 31;
- g. Placing garbage in garbage stands and picking garbage up if scattered;
- h. Checking and replacing batteries in fire/CO alarm annually (Tenants may contact H&I for assistance if required);
- i. Keeping entrances inside and outside free and clear of obstacles;
- j. Shovelling snow off porches, ramps and all entrance ways, including pathways to the meter box, water and fuel delivery areas, and septic tank access as necessary;
- k. Cleaning stove range hood and filter from grease frequently to prevent flammable build-up.

#### 5.4.2 Prevent Mould: Reduce Moisture & Circulate Air

Tenants are responsible for:

- a. Drying window frames and sills daily to keep water from dripping;
- b. Notifying H&I as soon as possible if there are leaky pipes in kitchen or bathroom;
- c. Notifying H&I if caulking around windows is cracked;
- d. Using the bathroom fan when bathing/showering and kitchen stove hood-fan when cooking to circulate the air;
- e. Making efforts to keep items away from walls so air can move freely, especially outside walls;
- f. Keeping baseboard heaters and heating vents clear to make sure heat flows easily and removing clutter and furniture from outside walls;
- g. Cleaning up and drying any area that is frosty or wet, completely and as soon as possible.

#### 5.4.3 Prevent Freeze Up

Tenants are responsible for:

- a. Contacting H&I employees and asking them to ensure heat tape/heat source is turned on and kept on from September 1st to May 31<sup>st</sup>;
- b. Arranging to have someone house-sit or conduct appropriate checks of the Housing Unit if the Tenant is away longer than twenty-four (24) hours between October 1<sup>st</sup> and April 30<sup>th</sup> (See Section 4.2).

#### 5.4.4 Minor Maintenance Jobs

Tenants are responsible for:

- a. Resetting blown breakers in the electrical panel;
- b. Unplugging clogged toilets, sinks and drains;
- c. Replacing all light bulbs, florescent tubes, and light shades;
- d. Replacing or installing weather stripping;
- e. Replacing and tightening hinge screws and door pulls;
- f. Replacing sink or bath drain plugs if needed;
- g. Replacing refrigerator light bulbs;
- h. Replacing furnace filters with standard, or above standard, filters;
- i. Purchasing an extra set of keys and keeping them in a safe place;
- j. Caring for lawns, shrubs, trees and other landscaping, except for in common areas;
- k. Contacting H&I if they are unable to fulfill minor maintenance jobs due to age, medical and/or mobility issues.

#### 5.4.5 Snow Shovelling

- a. H&I provides case-by-case snow removal to Elders or Tenants with disabilities who are not able to do their own snow removal. Otherwise, Tenants are responsible for snow shovelling and care of slippery surfaces, which involves:
  - i. Snow removal done after each snowfall;
  - ii. All walkways shovelled to the width of a snow shovel (2 feet). Walkways include access to both the front and back doors and to the electric meter and oil tank;
  - iii. Slippery surfaces managed through sand as required to keep the walkway safe from slipping;
  - iv. Drive-ways ploughed.

## 6 Yard Uses

### 6.1 Bylaws

- a. TH houses within municipal limits are subject to City of Dawson bylaws. Some examples are:
  - Animal Control,
  - Property Maintenance & Nuisance Abatement, and
  - Zoning.
- a. Adhering to these bylaws helps maintain the peaceful use and enjoyment of TH property and Housing Units for all Citizens. Following these bylaws works to ensure yards are tidy, outbuildings are well-built, land uses are compatible and pets are looked after.
- b. The City of Dawson may receive direct complaints about bylaw infractions for TH rental housing and properties. Upon receipt of a complaint, City of Dawson may issue orders that require specific action within a given timeframe, including tickets and fines.

### 6.1.2 Parked Vehicles

TH is committed to a safe and clean community with respect to its Housing Units.

- a. Due to potential safety hazards and the fact that derelict vehicles are unsightly, a Tenant may not keep or store any type of junked vehicle including cars, trucks, motorcycles, motor homes, recreational vehicle, etc., on the rental property without a current and valid vehicle registration or license plate in accordance with the *Motor Vehicles Act* (Yukon), unless otherwise approved in writing by H&I.
- b. A Tenant will be responsible for the cost of junked vehicle removal and the clean-up of any environmental contamination resulting from parked vehicles.
- c. If a Tenant fails to abide by this section of the policy, H&I employees will provide the Tenant with a warning as per Section 13.2.2. Repeated warnings may result in termination of the Tenancy Agreement with cause (Section 13.2).

### 6.2 Traditional Practices

- a. Tenants can, and are encouraged to, carry out a traditional lifestyle from their Housing Unit.
- b. These practices must generally meet bylaws and not impede community health and safety or emergency access. Best practices must be adopted to minimize potential human-wildlife conflicts. Some examples of activities in support of a traditional lifestyle are:
  - i. The storage of gear, boats, snowmobiles, etc.;
  - ii. Moveable structures for hanging/drying meat, smoking foods, or storage;
  - iii. Planting, growing and harvesting native plants for berries and traditional medicines;
  - iv. Butchering, processing, smoking and cooking traditional foods.
- c. In the event of a move, related personal property will be managed according to Section 7.2.

## 7 Renovations and Improvements- Initiated by Tenant

H&I supports Tenants who want to upgrade or renovate their Housing Unit or use their yard in accordance with Section 6. However, all alterations to a Housing Unit and yard must be made in accordance with laws of general application and this policy.

### 7.1 Housing Unit

- a. Tenants wishing to perform any permanent alterations, additions, renovations or improvements to the Housing Unit will be required to apply for and secure prior approval from H&I by submitting a work plan and associated permits.
- b. If the proposal for improvements is acceptable, H&I employees will issue a letter of approval to the Tenant.

- c. Tenants must fund the cost of supplies, materials and labour for their own improvements and either demonstrate they have the skills to do the work, such as through certifications and/or previous experience, or they must hire an approved contractor.
- d. If a contractor is doing the work, the contractor must obtain all required permits.
- e. Copies of all required Yukon government and/or City of Dawson building and/or development permits must be forwarded to H&I before work can commence.
- f. Upon completion of construction, a final inspection of the work must be performed by a building inspector, and a copy of the inspection report and all closed permits must be delivered to H&I.
- g. The work must meet or exceed national and local building codes and regulations.
- h. The Tenant will not alter or replace the locking system on any Housing Unit's entry points, such as doors and windows, without first receiving written permission from H&I.
- i. TH will not accept responsibility, nor is it obligated to reimburse the Tenant, for any significant maintenance, repairs or renovations that are undertaken by the Tenant unless agreed to through written authorization from H&I.
- j. H&I retains discretion to maintain, repair or remove alterations that were done, by a contractor or by the Tenant, without the approval of H&I.
- k. Upon vacating the Housing Unit, Tenants may remove additions and any other improvements that they installed, provided that such improvements were done entirely at the tenant's expense and the yard is left in the same condition it was in when they took possession. H&I employees will conduct comparative inspections to make sure this is the case (Section 9.1).

## 7.2 Yard & Uses

- a. Land uses, including the type of development on TH properties, are subject to City of Dawson zoning bylaws, such as how accessory buildings are to be constructed and at what density, and what types of home-based businesses are suitable.
- b. Most developments, including greenhouses and sheds, within the municipal boundaries require a City of Dawson Development Permit.
- c. If a Tenant wants to build in their yard and/or pursue additional uses on their rental property, such as:
  - i. building a greenhouse,
  - ii. keeping chickens or honeybees, and/or
  - iii. starting a home business or a family day home,
- d. they must first acquire permission from H&I, then the City of Dawson and all other applicable governing bodies, including all required permits, licences, and business insurance where applicable.

- e. A Tenant must meet all the conditions of their current tenancy, including ongoing compliance requirements and adhering to laws of general application, before being given permission by H&I for additional property uses.
- f. Any other proposed property uses not covered by this policy must require a permission letter from H&I and may require additional review and approval by the TH Housing Committee.
- g. In the event of moving out, the previous Tenants and H&I may reach an agreement to leave related personal property in place, at no cost to TH.
- h. Otherwise, the Tenant is responsible to remove the personal property to return the Housing Unit and yard to the same condition it was in when they took possession.
- i. H&I employees will conduct comparative inspections to make sure this is the case (Section 9.1).
- j. If the Tenant does not have an alternate agreement with H&I and does not return the Housing Unit and yard back to the same condition upon possession, H&I employees will arrange for removal of the personal property and bill back to the Tenant, or former Tenant.

## 8 Access to Housing Unit and Yard

- a. H&I employees can access and inspect the Housing Unit and yard under certain circumstances. However, these circumstances are guided by this policy to protect Tenant rights and TH obligations.
- b. H&I employees may enter a Housing Unit and yard when:
  - i. It is an emergency; \*
  - ii. To carry out scheduled inspections (Section 9);
  - iii. The Tenant gives consent to enter for a specific purpose at the time of entry; \*\*
  - iv. Written notice, including the purpose for entering, which must be reasonable, and the date and time for entry, has been provided by H&I to the Tenant no less than twenty-four (24) hours and no more than seven (7) days in advance of entry; \*\*
  - v. There are reasonable grounds to believe that a Tenant has abandoned the Housing Unit (Sections 13.3.1 & 13.3.2).

\*In the event of a maintenance emergency, a contractor may be required to enter the Housing Unit and/or yard on their own for expediencies sake.

\*\*H&I will only enter the Housing Unit and/or yard between the hours of 8:30 am and 5:00 pm except in an emergency situation.

### 8.1 Locks

- a. Neither H&I nor the Tenant will change (alter or add to) the locks or access to the Housing unit without first receiving the other party's written permission. This is to ensure access is possible for all parties.



- b. In the event of a safety issue (for example a broken lock or impaired door) whereby H&I employees make all efforts to contact the Tenant for permission and can't get in touch, H&I will proceed to secure the Housing Unit and update the Tenant.

## 9 Inspections

- a. H&I inspects the Housing Unit and yard:
  - i. annually;
  - ii. before and after tenancies;
  - iii. on an emergency basis;
  - iv. if there are reasonable grounds to believe that extensive damage or abandonment of the Housing Unit is taking place (Section 13.3).
  - v. as requested at the discretion of H&I.

### 9.1 Purpose of Inspection

- a. The purpose of inspections is to:
  - i. Evaluate the condition of the Housing Unit and yard;
  - ii. Provide an opportunity for the Tenant to ask questions;
  - iii. Review operational aspects of the Housing Unit (e.g. heating system) with the applicant;
  - iv. Determine whether or not a Housing Unit is habitable and meets the minimum rental housing standards or needs to be repaired or potentially vacated and/or demolished (Section 2.3.3.1.2).
  - v. Evaluate and record the condition of the Housing Unit and yard before and after tenancy with the expectation it will be returned in substantially the same condition after tenancy, barring reasonable wear and tear. The move-in inspection report will also be used for the move-out inspection and comparison.
  - vi. Determine if there has been any damage to the Housing Unit by the Tenant, which may result in arrears to the Tenant (Section 11).
  - vii. As necessary, share observations with relevant TH departments and external agencies about health and safety, not related to housing, and any illegal activities.

### 9.2 Inspections Protocol

- a. For annual inspections and inspections before and after tenancies, H&I Employees will adhere to the following protocol:
  - i. Notify the Tenant in writing, a minimum twenty-four (24) hours or no less than seven (7) days in advance, to confirm the date, time and purpose of the visit;
  - ii. Contact the Tenant the day before the inspection to remind them of the inspection and encourage them to be present for the inspection;
  - iii. Make best efforts for both the Tenant and H&I Employee to walk-through the Housing Unit and yard together. (It is recommended that the Tenant be present for the inspection. Failing to participate may result in the Tenant losing the right to dispute charges for repairs required as a result of actions or neglect.);

- iv. Give Tenants two opportunities to attend a move-out inspection, either the day the Tenant vacates the Housing Unit or on another mutually agreed upon day. If the Tenant does not show up, H&I Employees will conduct the move out inspection on their own;
  - v. Make best efforts for both the Tenant and H&I Employee sign off of the inspection/rental unit condition report (Appendix I & Appendix J);
  - vi. Share a copy of the rental unit condition report with the Tenant within fourteen (14) days of completion and file a copy in the Tenant's file.
- b. H&I Employees follow the guidelines for inspection reports outlined in the *Yukon Residential Landlord and Tenant Act*.

## 10 Rent

### 10.1 Utilities & Amenities

- a. Rent includes heat.
- b. Rent does not cover the costs of amenity charges for electricity, telephone, cable and other services or any other amenities the Tenant may subscribe or install, unless otherwise indicated in the Tenancy Agreement.
  - i. Amenity charges are the responsibility of the Tenant.
  - ii. Under the Social Assistance program, arrangements are made to cover some of these costs.

### 10.2 Rental Rates

- a. Historically, TH rental rates were based on the lower end of market rent (LEMR) at the time of construction. These rates were included in the previous operating agreements between TH and CMHC, which are no longer in effect.
- b. Rental rates for existing Tenancy Agreements set at LEMR, will be reviewed and increased incrementally on an annual basis (Section 10.2.1; Appendix K). These increases are intended to match LEMR with SRR over time.
- c. H&I shall comply with the RLTA when implementing rental rate increases.
- d. Rent for new Tenancy Agreements is set at TH Standard Rental Rate (SRR).
  - i. In the event an existing Tenant, who is paying rent based on LEMR, transfers from one Housing Unit to another, H&I will consider the Tenant's current rent, their situation, and the Housing Unit size and type, when establishing the rental rate for their new Tenancy Agreement.
- e. SRR is calculated based on two parameters: the size and type of each Housing Unit, and the median Dawson rent and will be reviewed annually (Section 10.2.1).

- i. SRR is set at, or below, the median Dawson rent, as published by the Yukon Bureau of Statistics. SRR may be increased as outlined in Section 10.2.1.
  - ii. For SRR calculations see Appendix K.
- f. Rent for Interim Tenants (Section 4.3.3) is set at the same rate as for current Tenants.

### 10.2.1 Rental Rate Changes

- a. H&I has the discretion to review and adjust rental rates to ensure that:
  - i. Existing Housing Units can be maintained at required health and safety standards;
  - ii. Resources are available to compensate for the costs that H&I incurs to maintain the housing stock;
  - iii. Housing Units remain affordable for TH Citizens; and
  - iv. Funding is available to construct additional Housing Units.
- b. Rent increases will not occur during the first year of a Tenancy Agreement. H&I shall comply with the RLTA when implementing rental rate increases
- c. After the first year, H&I will conduct annual reviews of rental rates, taking into consideration:
  - i. Existing rental rates;
  - ii. Size and type of Housing Unit;
  - iii. Changes in the Consumer Price Index and inflation rate;
  - iv. Yukon Bureau of Statistics - Yukon Rent Survey (i.e. Dawson median rent);
  - v. Household income (for RGI);
  - vi. All relevant federal, territorial and TH requirements, commitments and restrictions.
- d. If a Tenant is subject to a rent increase based on the review, H&I will provide written notice of a rent increase at least three (3) months prior to the effective date, or longer if required by the RLTA.

### 10.2.3 Rental Subsidy

- a. TH Citizens and Elders who need a more affordable rent option can apply to H&I for the Rent Geared to Income (RGI) subsidy.
- b. RGI is based on the gross annual household income as described in Appendix K.
- c. To apply for RGI, Tenants are responsible for submitting a completed RGI Application Form (Appendix L) to H&I. The application must include proof of the annual household income with current Notice of Assessment(s) from the Canada Revenue Agency.
  - i. In exceptional circumstances, current income information may be considered by H&I employees to calculate RGI (ex. retiring mid-year).
  - ii. Should Tenants fail to provide acceptable proof of income, rent will remain at their current rate until required documentation is provided.
  - iii. If it is found that information is missing, incorrect or otherwise inaccurate, the application may be denied and the Tenants may be required to repay subsidy benefits.

- iv. In the event a Citizen/Elder needs support in compiling their income information, H&I employees will refer them to the available supports.
- d. H&I updates RGI rental rates annually on July 1<sup>st</sup> and this rental rate is set until June 30<sup>th</sup> the following year. Failure to provide an updated Notice of Assessment by July 1<sup>st</sup> will result in the rent remaining at its current rate.
- e. New applications for RGI can be submitted any time throughout the year, but the rent subsidy will not be back-dated.
  - i. Completed applications received by the 15<sup>th</sup> of the month, will come into effect on the 1<sup>st</sup> of the following month.

### 10.3 Rent Payments

- a. As per their Tenancy Agreement (Section 3; Appendix F), all Tenants are responsible for making monthly rental payments in full on, or before, the first (1<sup>st</sup>) day of each month at the TH Finance Office.
- b. In the event a Tenant cannot make a rental payment on time, the Tenant must immediately contact H&I employees to explain the situation and work out an acceptable payment schedule through a Repayment Agreement (Section 12.4), which is administered by the Finance Department.
- c. TH Citizens, including Elders, who cannot afford to pay any rent may apply for Social Assistance.
- d. Rent for Tenants on Social Assistance is paid directly to H&I by the TH Wellness Department or Yukon government Social Services.
- e. When Citizens on Social Assistance become employed, they will be required to pay rent as per their Tenancy Agreement (Section 3; Appendix F) and housing-related arrears as per any Repayment Agreement they may have with TH (Section 12.4).

#### 10.3.1 Rent Payment Reminders

- a. Rent not paid on or before the 1<sup>st</sup> day of each month, will be considered in arrears and will result in rental reminders from H&I as follows:
  - (1) A first (1<sup>st</sup>) rent reminder letter will be sent by the H&I on the seventh (7<sup>th</sup>) day of the month that the payment is missed and that the Tenant is in arrears. This letter will remind the Tenant of the consequences of failing to pay the arrears, and that they must pay their rent in full or meet with H&I employees to enter into a written Repayment Agreement (Section 12.4). H&I employees will contact the Tenant in an effort to resolve the arrears through all known contacts of the Tenant: mailing address, telephone number, email.
  - (2) If, on the fourteenth (14<sup>th</sup>) day of the month, the account is still in arrears, a second (2<sup>nd</sup>) rent reminder letter will be sent to the Tenant by the H&I. The H&I employees will contact the Tenant by phone and/or visit the Tenant's Housing Unit as follow-up.

- (3) If, on the twenty-first (21st) day of the month, the Tenant has neither paid the arrears in full nor entered into a Repayment Agreement, a third (3rd) written reminder will be sent by the H&I. The reminder will confirm the Tenant has seven (7) days to pay the arrears in full or to meet with H&I employees and enter into a written Repayment Agreement. The reminder will also confirm that failing to repay the arrears in full or enter into a Repayment Agreement will result in H&I bringing the issue to the TH Housing Committee.
- (4) If the Tenant fails to respond after seven (7) days of the third (3rd) and final reminder, the TH Housing Committee may direct H&I to begin the termination process (Section 13.2) and/or collections in accordance with the *TH Financial Administration Policy*. This result may also affect future decisions by the TH Housing Committee about eligibility.

## 11 Damage Arrears

- a. Tenants are responsible for the costs of repair caused by their willful action or neglect, including damages caused by their house-sitters, guests, pets or other occupants living in the Housing Unit.
  - i. Damage arrears may include costs incurred from fixing frozen pipes, clogged toilets, damaged walls or doors, or any other repair cost determined by H&I as caused by their actions or neglect.
- b. In accordance with the *TH Financial Administration Policy* the Tenant responsible must pay the TH Finance Department the full damage arrears within thirty (30) days of receiving the invoice or enter a Repayment Agreement with TH (Section 12.4).
- c. If the Tenant does not make re-payment arrangements with H&I within the thirty (30) days, H&I will initiate the warning process (Section 13.2.2), which may lead to termination of the tenancy agreement and evictions (Section 13.2.3).
- d. A former Tenant, who has outstanding damage arrears on their file, without a Repayment Agreement in place, will not qualify for future TH rental housing until damage arrears have been repaid in full or a Repayment Agreement has been in place and the applicant is deemed to be in good financial standing with TH (Section 2.3.2.1).

## 12 Methods of Payment

### 12.1 Cheque, Online Banking, E-transfer or Money Order

- a. Payments can be made by money order or personal cheque, payable to TH, or through online banking services or e-transfer.
- b. If a payment is made by personal cheque and is returned by the bank as non-sufficient funds (NSF), cheques will no longer be an acceptable method of payment for that Tenant.

- c. If TH is charged a fee for the NSF cheque, the amount of that fee will be charged to the Tenant's rental account so that TH recovers the cost. Payments are made at the TH Finance Office, and a receipt will be provided.

## 12.2 Payroll Deduction

If a Tenant is an employee of TH, either full-time, part-time, contract, honoraria, and or seasonal, the Tenant may enter into a Repayment Agreement with TH to have the rent payment deducted from their pay. Monies deducted from payroll on behalf of a Tenant for rent are detailed on each pay stub. This process is outlined in further detail in the *TH Financial Administration Policy*.

## 12.3 Cash or Debit

A Tenant may pay rent using cash or debit card. A receipt will be issued to the Tenant at the time the payment is made.

## 12.4 Repayment Agreements

- a. All Tenants with rental or damage arrears, including Tenants on Social Assistance, must pay TH the full amount owing or enter a Repayment Agreement with TH.
- b. A Repayment Agreement between a Tenant or former Tenant and TH will include the amount of each monthly payment installment and the date the payment is due (Appendix M).
- c. H&I and the TH Finance Department will work with the Tenant to establish a Repayment Agreement to repay the full amount owed that does not create a financial hardship for the Tenant but is a reasonable contribution towards the amount owing. Additional time for payment can be arranged.
- d. A copy of the signed Repayment Agreement will be provided to the TH Finance Department and the Tenant/former Tenant, and the original will be kept in the Tenant's file.
- e. In the event a Tenant obtains employment with TH, however temporary, deduction from their payroll to pay back arrears may be agreed upon in a Repayment Agreement.
- f. If a Tenant with a Repayment Agreement misses a payment installment, the Tenant will be issued one (1) warning and H&I will work with them to reach resolution.
- g. After three (3) breaches of a Repayment Agreement, three (3) missed payment installments, the issue will be brought to the TH Housing Committee, which may result in a collections process in accordance with the *TH Financial Administration Policy* and/or termination of the Tenancy Agreement (Section 13.2). This outcome may also affect future decisions by the TH Housing Committee about eligibility.

## 13 Terminating the Tenancy Agreement

### 13.1 Termination of the Tenancy Agreement by the Tenant

- a. The Tenant may terminate the Tenancy Agreement by giving H&I written notice one (1) full month prior to the date they expect to leave. The notice will confirm the date that the Tenant will vacate the Housing Unit, and the Tenant's agreement to pay rent and other housing charges in full as required under the terms of the Tenancy Agreement up until the end of the calendar month.
- b. If personal property of the Tenant remains in the Housing Unit or yard after a Termination of Tenancy, Section 13.3.3 will apply.

### 13.2 Termination of the Tenancy Agreement by TH

- a. Terminating a tenancy with cause and evicting a Tenant can happen if the Tenant has failed to live up to their obligations under the Tenancy Agreement, including all policies, bylaws, laws and legislative requirements (the *Residential Landlord and Tenant Act*) contained within this policy. The failure to live up to these obligations is considered a breach of tenancy.
- b. An eviction will only proceed when there is a breach or multiple breaches and all other options have failed. H&I will work in conjunction with the TH Wellness Department, the Ni'ehlyat Nidähji' Department, and the TH Justice Department to avoid evictions as much as possible (Section 13.2.3).

#### 13.2.1 Causes Resulting in Termination of Tenancy Agreement

TH may terminate with cause the Tenancy Agreement with Tenant(s), if they are in breach of the Tenancy Agreement and/or this policy, for example:

- a. Not paying current rent or repair costs or housing-related arrears;
- b. Committing any reasons for notice for cause listed in the *Residential Landlord and Tenant Act* (Yukon), and not remedying the same upon reasonable notice from H&I;
- c. Producing excessive noise and disturbing the neighbours\*;
- d. Contravening City of Dawson bylaws and not complying with H&I warnings in Section 13.2.2;
- e. Causing significant damage to the Housing Unit, property or common areas\*\*;
- f. A non-Citizen trying to maintain tenancy (ex: breakdown in family unit);
- g. No longer meet the eligibility requirements of this policy (Section 2.3.1).

\*Includes noise produced by Tenants, guests and pets (Section 13.2.1.1).

\*\*Common areas include shared entranceways, hallways, porches, yards etc.

##### 13.2.1.1 Noise

- a. Tenants must abide by the City of Dawson's bylaws on Property Maintenance & Nuisance Abatement.
- b. If a complaint is received, H&I will investigate and consider the following factors in determining whether the noise is unreasonable:

- i. Type, quality, volume, and duration of the sound;
  - ii. Time of day and day of week;
  - iii. Nature and use of the surrounding area;
  - iv. Any other relevant factors.
- c. If the complaint is substantiated, the Tenant will be issued a warning in accordance with Section 13.2.2.
- d. If the Tenant fails to remedy the situation, or more complaints are received, there may be grounds for termination of the Tenancy Agreement as set out in Section 13.2.1, or the TH Housing Committee may require the Tenant to sign a “No Noise Contract,” which will be kept on file (Appendix N).
  - i. In the event that the “No Noise Contract” is breached, the evictions process outlined in Section 13.2.3 will be triggered.
- e. If three (3) valid noise complaints are made on separate occasions against a Tenant over a period of six (6) months, TH may terminate the Tenancy Agreement (Section 13.2).

#### 13.2.1.2 *Pets*

- a. Tenants must abide by the rules set out in City of Dawson bylaws on Animal Control.
- b. If H&I receives a complaint about a Tenant’s pet, an investigation will be conducted and if warranted, the Tenant will be issued up to three (3) warnings, which may require re-housing the pet.
- c. Failure to comply with the warnings may result in termination of the tenancy, as per Section 13.2.
- d. H&I Employees may work with the City of Dawson to remove the pet if the pet owner is unwilling or unable to care for the pet.
- e. The pet owner will be responsible for any costs associated with the transport of the animal to the animal shelter or new home.
- f. Exceptions may be made for certified service animals.

#### 13.2.2 *Warnings*

Certain breaches described in Section 13.2.1, such as noise complaints and bylaw infractions, will result in H&I employees contacting the Tenant to deliver warning(s) outlining the problem and recommending a process to resolve the breach of tenancy within a specified timeframe. For breaches, such as not paying rent, H&I employees follow the processes outlined in Section 10.2.1.

Best efforts will be made to resolve disputes throughout the warning process, which may include input from the TH Housing Committee.

- a. Warnings will be delivered to the Tenant by standard mail to the address(es) on file and by email if requested. Warnings will be sent as soon as possible after H&I becomes aware of the breach.
- b. All written and emailed warnings will be copied to the Tenant’s file.
- c. Upon receiving the warning, the Tenant must comply with the process to resolve the breach.



- d. If the problem is not corrected within the timeframe specified by the first (1<sup>st</sup>) warning, a second (2<sup>nd</sup>), and if necessary third (3<sup>rd</sup>), written warning will be delivered providing the Tenant with additional deadlines to correct the problem.
- e. If the Tenant fails to correct the problem by the deadline in the third (3<sup>rd</sup>) warning, H&I will share this information with the TH Housing Committee for their review and recommendation.

### 13.2.3 Notice & Evictions Process

Although a breach or multiple breaches of the Tenancy Agreement, which includes the requirements described in this policy, may result in an eviction notice, termination and eviction will only be used as a last resort when all other options have failed.

To reduce the potential harm caused by evictions, H&I employees will work to prevent evictions by:

- a. Clearly communicating behavioural expectations of those living in TH rental housing;
- b. Outlining this policy's approach to eviction prevention so all residents and occupants of Housing Units know the supportive systems in place at TH, the intention of preventing evictions as much as possible, and the circumstances under which evictions will take place;
- c. Explaining how efforts will be made to prevent full-household evictions to the extent possible;
- d. Connecting Tenants and applicants with more information about available resources and programs through the TH Wellness, Ni'ehiyat Nidähji' and Justice departments.

Prior to taking eviction action, H&I employees will work to ensure the Tenant understands the consequences of breaching the Tenancy Agreement. Other options include working with the TH Wellness Department, the Ni'ehiyat Nidähji' Department, and/or the TH Justice Department employees as advocates or support for a Tenant. This may include dispute resolution mechanisms or restorative justice circles.

- a. If an eviction is the only solution, H&I will give the Tenant written notice as per the *Residential Landlord and Tenant Act* timelines (which vary depending on type of breach) to end the tenancy where a Tenant has committed breach(es) and the Tenant was unable/unwilling to rectify the issue.
- b. A Notice of Termination with cause must be given to the Tenant in writing and must be signed by the TH Housing Manager or the TH Housing Committee Chair.
- c. The notice must identify the Housing Unit, state what the Tenant did breach, and state the date that the tenancy will end.
- d. A Tenant must move out on or before the tenancy end date. The first day of the notice period is excluded, but the last day is included in the count.
- e. Within twenty-four (24) hours of the Tenant vacating the Housing Unit, H&I will arrange a move-out inspection to evaluate the condition of the Housing Unit and may charge the Tenant for any damage to the Housing Unit beyond normal wear and tear, as demonstrated through a comparison of move-in and move-out inspection reports (Section 9).

- f. If the Tenant wishes to appeal the eviction, they may first approach the TH Housing Committee for a review and possible rescindment of the decision. If the issue is not resolved with the TH Housing Committee, the Tenant may then appeal the decision to the TH Administrative Appeals Tribunal as outlined in the *TH Administrative Appeals Act* and/or appeal to the Residential Tenancies Office (Section 15).
- g. If the Tenant does not vacate the Housing Unit by the required date, TH will obtain an Order of Possession from the Residential Tenancy Office to acquire possession of the Housing Unit.
- h. If personal property of the Tenant remains in the Housing Unit or in the yard after a Termination of Tenancy, Section 13.3.3 will apply.

### 13.3 Empty or Abandoned Homes

Evictions related to empty or abandoned homes are subject to a fourteen (14)-day eviction period.

#### 13.3.1 Evidence of Abandonment

A Housing Unit that is unoccupied for two (2) weeks from May 1st to September 30th and twenty-four (24) hours from October 1st to April 30th will be considered abandoned if no arrangements have been made to monitor or house-sit the Housing Unit. H&I may take possession without notice in order to protect and secure the Housing Unit.

For a Housing Unit to be considered abandoned, H&I employees must be unable to contact the Tenant and/or have reasonable grounds to assume the Housing Unit has been abandoned.

H&I employees will issue a preliminary notice to the mailing address of the house and take each of the steps listed below to confirm that the Tenant has abandoned the Housing Unit:

#### **For winter abandonment (between October 1st to April 30th)**

1. Visit the Housing Unit on two (2) separate occasions within twenty-four (24) hours (once during the day and once during the evening) to confirm that residence is unoccupied.
2. Make at least one (1) attempt to contact the Tenant by telephone, email, social media platform, or any other contact method on file for the Tenant.

Once both steps above confirm the Housing Unit is unoccupied and unmonitored, H&I will bring the issue to the TH Housing Committee as soon as possible with recommendation for termination of Tenancy Agreement due to abandonment (Section 13.3.2).

#### **For non-winter abandonment (between May 1st to September 30th)**

1. After a Housing Unit has been known to be empty for two (2) weeks, visit the Housing Unit on two (2) separate occasions within forty-eight (48) hours (once during the day and once during the evening).

2. Make at least two (2) attempts to contact the Tenant at all known phone numbers, addresses, email addresses, or other contact methods on file for the Tenant.

Once both steps above confirm the Housing Unit is unoccupied and unmonitored, H&I will bring the issue to the TH Housing Committee as soon as possible with recommendation for termination of Tenancy Agreement due to abandonment (Section 13.3.2).

If H&I employees are able to contact a Tenant and the Tenant is able to rectify the issue by returning to the Housing Unit or by arranging for a house monitor or house-sit, the Housing Unit will not be considered abandoned.

If H&I employees are able to contact a Tenant but the Tenant refuses to rectify the issue such as through arranging for a house-monitor, H&I will consider the Housing Unit to be abandoned.

### 13.3.2 Evictions Process & Repossession

If the Housing Unit has been confirmed abandoned in accordance with Section 13.3.1, H&I will take the following steps:

1. Post a fourteen (14)-day eviction notice for breach(es) on the door of the Housing Unit;
2. Mail a fourteen (14)-day eviction notice to the Tenant's mailing address by registered mail;
3. After ten (10) days of posting notice, provided the Tenant has not appealed the eviction as outlined in the *TH Administrative Appeals Act* (Section 15.2) or through the RTO, or been in contact with H&I to rectify the issue of abandonment, proceed with applying for an Order of Possession as per the RLTA;
4. Re-enter and secure the Housing Unit, which may include changing the locks and taking whatever steps are required to safeguard the asset.

After a period of five (5) days, any posted, emailed, or standard-mailed notice will be considered received by the Tenant and H&I will act in accordance with the policy as described.

If a Housing Unit has been abandoned and personal property of the Tenant remains in the Housing Unit, or on the Housing Unit property, Section 13.3.3 will apply.

### 13.3.3 Personal Property

If the former Tenant has left personal property in a vacated or abandoned Housing Unit or the yard, the following shall apply:

1. H&I shall apply to the Residential Tenancies Office (RTO) for an Order of Possession and an order to remove, sell or dispose of the former Tenant's personal property;
2. H&I will itemize and store the items until such time as an Order is obtained or the Tenant has returned to claim the items;
3. H&I will keep a written and photographic inventory of the items to document their condition. Reasonable care will be taken to ensure the property is not damaged, lost or stolen when it is removed and stored;

4. TH will invoice the former Tenant for the cost of removing their personal property and other related charges;
5. H&I will post a notice on the front door of the Housing Unit to notify the former Tenant that the personal property has been removed, and also email and standard-mail the former Tenant to that effect;
6. If the former Tenant does not contact H&I to reclaim their personal property within a sixty (60)-day period, H&I may remove, sell or otherwise dispose of the property;
7. H&I shall maintain the written and photographic inventory and details of the removal, sale or disposal of the property in the Tenant's file for a minimum of two (2) years. If H&I sells the property, it may deduct from the proceeds:
  - a. Any amount owing to H&I under the Tenancy Agreement, which includes arrears;
  - b. The cost of removing, storing, selling or disposing of the property;
  - c. Any proceeds that remain, after H&I has deducted money for the removal, storage or disposal of the personal possessions, must be paid to the owner of those possessions;
  - d. If H&I removes, sells or otherwise disposes of possessions under this section, H&I will not be liable for any actions taken by the Tenant who left or owned the property respecting the removal, sale or disposition.
8. If the former Tenant is charged for repairs and other costs as a result of abandoning the Housing Unit, the former Tenant will not be eligible for TH rental housing until such costs have been repaid in full, or the Tenant has entered into a Repayment Agreement with TH and is deemed to be in good financial standing (Section 2.3.2.1 & Section 12.4).

#### 13.3.3.1 *If a Tenant Passes*

If a TH Citizen Tenant passes away, H&I Employees will meet with all current occupants of the Housing Unit and/or the family members of the deceased to:

- a. Determine a compassionate timeline for the family to clear out the personal possessions of the deceased and return the Housing Unit to its pre-occupancy condition;
  - i. In the case of a death with no surviving partner or TH child, over the age of (18) eighteen, or TH child under the age of (18) eighteen with a Guardian (or legally emancipated) or any other Co-Tenant in the Housing Unit, the deceased Tenant's family/representatives will be given two (2) months to remove personal belongings and return the Housing Unit to pre-occupancy condition.
    - i. Rent will be waived for the two (2) month period; However, the family will be responsible for any utility charges, except heating fuel, incurred during this period. Extensions to the two (2) month period will be considered on a case-by-case basis by the TH Housing Committee.
  - ii. If there is no will, the family may decide among themselves how to dispense the personal possessions of the deceased within the two (2) month period. After two (2) months, H&I employees may apply to the RTO for permission to dispose of any items remaining in the Housing Unit.

- iii. In the event there is no will and no known remaining family of the deceased, H&I Employees will contact the Yukon Public Guardian and Trustee Office requesting a broader search for remaining family members.

## 14 Harassment and Complaints

TH recognizes there can be considerable anxiety around the allocation of Housing Units, warnings, terminations, rental payments in arrears, and other difficult decisions made by H&I employees and the TH Housing Committee. However, TH has a zero-tolerance policy for harassment.

- a. Complaints and Appeals (Sections 14 & 15) must be made in writing and with respect. Verbal complaints and appeals directed towards and/or at any H&I employees are not acceptable and are considered harassment.
- b. Harassment of H&I employees or the TH Housing Committee members by applicants may result in them being removed from the Applicant List for a period of six (6) months.
- c. Harassment of H&I employees or the TH Housing Committee members by Tenants will be considered a breach of the Tenancy Agreement and will be subject to warnings as outlined in Section 13.2.2.
- d. Continued harassment of H&I employees or the TH Housing Committee members by a Tenant may result in the Tenancy Agreement being terminated with cause (Section 13.2).
- e. Citizens with complaints may express them in writing only and submit their written statement to H&I.
- f. H&I will review each written complaint on a case-by-case basis. Complaints may be brought up to the TH Housing Committee for advice and resolution as necessary. Citizens will receive a written response to their complaint.

## 15 Appeals

A TH Citizen who is also an applicant, Tenant, or former Tenant may appeal the following kinds of decisions or notices made by the TH Housing Committee or H&I employees:

- a. A decision of whether an applicant is eligible for housing, renovations, or repairs;
- b. A decision to remove an applicant from the Applicant List, Transfer List, Emergency List or Emergency Transfer List;
- c. A bill related to damage caused by the Tenant, or other kind of financial charge not related to rental payments;
- d. A notice that the Tenant is in breach of their Tenancy Agreement;
- e. A denial of a Tenant's request for an Interim Agreement;
- f. An eviction notice;
- g. Any other decision made by H&I employees or the TH Housing Committee that can be shown to be grounds for an appeal, as described below.

## 15.1 Grounds for an Appeal

An appeal of a decision must allege one or more of the following grounds of appeal:

- a. This policy was not reasonably applied, which affected the outcome of a decision affecting the appellant (person who is appealing a decision);
- b. There was a lack of procedural fairness in applying this policy when a decision affecting the appellant was made (e.g. any procedural error, improper investigation, lack of consistency, or discrimination);
- c. There was an error in interpretation of a Tr'ondëk Hwëch'in or other government policy, law or constitution in making a decision affecting the appellant;
- d. Additional information has come to light rendering a decision affecting the appellant unreasonable considering the new information presented;
- e. That this policy is patently unreasonable (i.e. the policy cannot be rationally supported or there is a defect in the policy that is immediate and obvious).

### 15.1.1 Appealing Decisions of H&I Employees

- a. Written appeals of decisions made by H&I employees, being submitted to either the H&I or the TH Housing Committee, must be delivered to H&I no later than thirty (30) days from the date the appellant was notified of the decision by H&I.
- b. Appellant must first submit directly to the H&I for a review and rescindment of their decision.
- c. If not resolved at the department level, appellant to submit written appeal to TH Housing Committee. (Note: This administrative review process is separate from the appeals process outlined in the *TH Administrative Appeals Act*).
- d. The Tenant may request to appear as a delegate at the TH Housing Committee meeting to explain their appeal.
- e. Appeal decisions of the TH Housing Committee will be written and delivered to the appellant within thirty (30) days of receiving the notice of appeal from the Tenant.
- f. If unsatisfied with the appeal decision by the TH Housing Committee, the appellant can enter the appeals process outlined in the *TH Administrative Appeals Act* to further contest the decision (Section 15.1.2), and/or they can appeal through the RTO.

### 15.1.2 Appealing Decisions of the TH Housing Committee

- a. Appellant to submit directly to the TH Housing Committee for a review and rescindment of their decision.
- b. If no resolution is reached through direct conversation with the TH Housing Committee, then appellant to file a Notice of Appeal to the TH Administrative Tribunal as described in the *TH Administrative Appeals Act*.
- c. Written appeals must be delivered to the TH Justice Department no later than fourteen (14) days from the date the appellant was notified of the decision.
- d. Tenants may also appeal TH Housing Committee decisions through Yukon's Residential Tenancies Office (RTO). This appeals process runs separate from TH's administrative appeals; however, the two appeal processes can occur at the same time.
  - Appeals to the RTO regarding eviction notices must be submitted within five (5) days, or the RTO will not accept the appeal.