

Tr'ondëk Hwëch'in Housing Policy

AUGUST 2024

Housing Policy Revision History

Council Resolution Number	Date	Comments
CR-2016-07-07-02	July 7, 2016	Interim Housing Lease Agreement for Education, Medical, Employment or Incarceration Vacancies
CR-2012-04-12-01	April 12, 2012	TH Housing Policy and Procedures Manual
CR 2012-04-26-02	April 26, 2012	Amendment to Housing Policy and Procedures Manual
CR-2016-07-07-02	July 7, 2016	Amendment to include Interim Lease Agreement for citizens leaving Dawson City for education, medical employment and incarceration reasons.
CR2024-07-18-04 (1 st Approval) CR2024-08-07-01 (2 nd Approval)	July 17, 2024 August, 7, 2024	Amended to remove Housing Committee membership and quorum, term and duties – moved to Terms of Reference.

Table of Contents

Section 1: Introduction

1.1 Purpose of the <i>Tr'ondëk Hwëch'in Housing Policy</i>	5
1.2 Abbreviations	5
1.3 Definitions	5
1.4 Policy Statement	7

Section 2: Roles and Responsibilities

2.1 TH Council	9
2.2 TH Housing Committee	9
2.3 TH Housing Program	10
2.4 TH Housing/Property Manager	11
2.5 TH Director of Finance, Housing and Capital	11
2.6 Tenants	12

Section 3: Eligibility for Housing

3.1 Eligibility for <i>Tr'ondëk Hwëch'in Housing</i>	13
--	----

Section 4: General Conditions

4.1 Payment of Rent	18
4.2 Non-Payment of Rent	18
4.3 Probation Period	19
4.4 Tenancy Agreements	19
4.5 Units Built Prior to 1982	20
4.6 Insurance	20
4.7 Access	20
4.8 Inspections	21
4.9 Noise	21

4.10 Collection of Rental and Damage Arrears	22
4.11 Abandoned Units	22
4.12 Evictions	22
4.13 Pets	23
4.14 Zoning	24
4.15 Adequate Housing	
4.16 Discrimination	24
 Section 5: Damage and Upkeep House-sitting, Subletting and Guests	
5.1 Damages	26
5.2 Maintenance Standards	26
5.3 Home and Yard Improvements	27
 Section 6: Changes in Living Situations	
6.1 Deaths	29
6.2 Tenants Moving Between Units	29
 Section 7: House-Sitting, Subleasing, and Guests	
7.1 Guests	31
7.2 House-Sitting and Rental-Unit Monitoring	31
7.2 Interim Agreements	32
 Section 8: Appeals	
8.1 Appeals of TH Housing Committee Decisions	35

Section 1: Introduction

1.1 Purpose of the *Tr'ondëk Hwëch'in Housing Policy*

The purpose of the *Tr'ondëk Hwëch'in Housing Policy* is to consolidate all aspects of housing related matters, policies, and procedures into one reference document.

1.2 Abbreviations

CMHC – Canada Mortgage and Housing Corporation

DIA – Department of Indian Affairs

TH – Tr'ondëk Hwëch'in

1.3 Definitions

Agent – The person(s) who carry out the day-to-day operations of the TH Housing Program.

Appeal Board – Three (3) neutral individuals appointed by Chief and Council to hear appeals of decisions.

Chief and Council – Persons elected to the position of Chief or Councillor, pursuant to the *TH Constitution*.

Citizen – A person whose name appears on the TH Citizenship List.

CMHC Guidelines – Regulations and procedures which must be followed to fulfill obligations under CMHC Housing programs.

Co-tenant – Two or more people living in the same house who hold a Tenancy Agreement with the landlord and share the same rights and obligations as an individual tenant.

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

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

Family Member – A person's extended family, including immediate family members, parents, in-laws, grandparents, uncles, aunts, first cousins, nephews, nieces and siblings.

Guest – Any person not listed on the tenant's profile or Tenancy Agreement who are living with a tenant for no longer than a three (3) week period.

Immediate Family Member – An employee's spouse, common-law or same-sex partner and children.

Landlord – The property owner who has authority to rent units.

Lower End of Market Rent – The maximum rent a tenant who is living in a TH Section 95 rental unit will pay.

Occupant – A person 18 years or older who resides in a Rental Unit but does not have the rights and obligations of a tenant under a Tenancy Agreement.

Over housed – A rental situation as outlined in Section 4.15, “Adequate Housing,” of this manual.

Rental Unit – Rental properties managed by the TH Housing Program.

Substantial Breach – Failure of tenants to meet their obligations under the *Yukon Landlord and Tenant Act* or if they commit a series of breaches under their tenancy agreement, including, but not limited to, wilful or negligent conduct; wilful or negligent conduct by persons permitted by the tenant to enter the premises, common areas, or property; failure to maintain the premises in a reasonably clean condition; illegal acts, trade, business, or occupation in the premises; and nonpayment of rent.

Tenancy Agreement – A written agreement between tenant(s) and landlord for possession of a residential rental premises.

Tenant – The person who holds the Tenancy Agreement with the landlord.

TH Housing Program – The persons who carry out the day-to-day operations and administer all TH rental and non-rent-bearing pre-1982 units, including the Director of Finance, Housing, and Capital; the Housing/Property Manager; the Maintenance Manager; and all other TH Housing staff.

TH Housing Program Wait List – A list of citizens who require housing, which includes unit requirements and reasons for needing a unit.

TH Housing Rental Program – All rental programs and units operated by the TH Housing Program.

Under housed – A rental situation as outlined in Section 4.15, “Adequate Housing,” of this manual.

Youth – All TH citizens between the age of fifteen (15) and twenty-five (25) years of age.

1.4 Policy Statement

1. TH will administer a housing program that accomplishes the following:
 - a. Treats every citizen equally without discrimination based on ethnic origin, colour, religion, sex, age, or mental or physical disability.
 - b. Provides adequate and affordable rental housing for TH citizens 18 years of age or older within the limits of the Town of the City of Dawson.
 - c. Provides operational guidelines for all TH-owned units.
 - d. Specifies responsibilities and lines of authority for Chief and Council, the TH Housing Committee, the TH Housing Program, and tenants.
 - e. Enables the TH Housing Committee and TH Housing Program to make consistent decisions regarding tenants' issues and concerns.
 - f. Works with tenants to encourage participation in the maintenance and operation of their rental unit.
 - g. Develops a productive and cost-effective maintenance program.
 - h. Ensures the ongoing financial viability of the TH Housing Rental Program.

Section 2: Roles and Responsibilities

2.1 TH Council

1. TH Council has the following role and responsibilities:
 - a. Approve the *TH Housing Policy* and any revisions or amendments.
 - b. Approve the Terms of Reference for the TH Housing Committee.
 - c. Provide advice and recommendations to the TH Housing Program and TH Housing Committee.
 - d. Appoint individual members of the TH Housing Committee.
 - e. Select a body of three (3) neutral individuals to sit as an Appeal Board for the purposes of hearing appeals.

2.2 TH Housing Committee

1. The TH Housing Committee has the following role and responsibilities:
 - a. Meet twice monthly or as needed to discuss items presented by the TH Housing Program.
 - b. Fulfill their mandate and carry out the duties and responsibilities delegated to them by Council, as set out in the Housing Committee Terms of Reference.
 - c. Adhere to the code of conduct and conflict of interest provisions set out in the *Tr'ondëk Hwëch'in Governance Act*.

2.3 TH Housing Program

1. The TH Housing Program has the following role and responsibilities:
 - a. Hold a renters' information session once a year.
 - b. Keep all tenant files confidential.
 - c. Administer the TH Housing Rental Program in a fair and viable manner following CMHC guidelines, the *TH Housing Policy*, the *Yukon Landlord and Tenants Act*, the *TH Constitution*, TH cultural values, and the *Charter of Rights and Freedoms*.
 - d. Review and decide upon house-sitters for absences less than one (1) month.
 - e. Inform the TH Housing Committee, in writing, of any eviction decisions at the next regularly scheduled committee meeting.
 - f. Review the *TH Housing Policy* and the Tenancy Agreements, and submit any revisions, excluding clerical errors, to TH Chief and Council for approval.

- g. Maintain all rental units in a good state of repair and fit for habitation during the period of tenancy, and comply with health and safety standards.
- h. Make emergency decisions on housing issues and inform the TH Housing Committee, in writing, by the next regularly scheduled committee meeting.
- i. Declare a conflict of interest and excuse him or herself from discussions or decisions affecting family members.
- j. Perform all major repairs and replacements arising from normal wear and tear on the following:
 - i. Flooring and carpeting.
 - ii. Refrigerators and ranges.
 - iii. Roofing.
 - iv. Hot water tanks.
 - v. Furnaces. vi. Plumbing.
- k. Perform standard maintenance on rental units, including the following:
 - i. Levelling of the rental unit.
 - ii. Standard annual servicing of furnaces and chimneys.
 - iii. Annual inspection of fire extinguishers.
 - iv. Major plumbing repairs.
 - v. Other work approved by the TH Housing Program.
- l. Supply a common garbage stand for subdivisions.
- m. Immediately undertake work regarding conditions that pose a threat to the health and safety of the occupants of the rental unit.
- n. Complete repairs due to construction faults unless under warranty by the contractor.
- o. Work with contractors to remedy under-warranty faults.
- p. Perform inspections of rental units after the six (6) month probation period.
- q. Invoice tenants for damage not considered normal wear and tear.

2.4 TH Housing/Property Manager

1. The TH Housing/Property Manager has the following role and responsibilities:
 - a. Manage the day-to-day operations of the TH Housing Program.
 - b. Provide secretariat support to the TH Housing Committee, including agenda preparation, recording and distributing minutes, reporting decisions and following up on action items.

- c. Coordinate TH Housing Committee meetings and ensure they're conducted in a proper manner.
- d. Ensure all housing applications are properly processed.
- e. Ensure applicants are informed of the TH Housing Committee's decisions within fourteen (14) days of any decisions being made.
- f. Present recommendations to the Director of Finance, Housing and Capital on behalf of the TH Housing Committee.

2.5 TH Director of Finance, Housing and Capital

- a. Consider all recommendations and suggestions from the TH Housing Committee.
- b. Monitor budgets associated with the TH Housing Program.
- c. Be accountable to TH Chief and Council for the TH Housing Program.
- d. Attend TH Housing Committee meetings when required.

2.6 Tenants

1. TH tenants have the following role and responsibilities:
 - a. Pay rent on or before the first day of each month.
 - b. Ensure requests for service and maintenance, damage reports, and complaints are made to the TH Housing/Property Manager in writing.
 - c. Pay a fee of twenty dollars (\$20) each time they or a visitor, guest, or family member locks themselves out of their rental unit and requires assistance.
 - d. Be responsible for damage and excessive noise caused by themselves, their guests, pets, or other occupants in their living unit.
 - e. Make no alterations to the rental home without prior written consent of the TH Housing/ Property Manager.
 - f. Be responsible for all damages resulting from not promptly reporting a maintenance problem.
 - g. Maintain the ordinary health, cleanliness, and sanitary standards of the unit.
 - h. Comply with all health, fire, and police regulations of the Yukon Territory that are regulated by the Government of Yukon.
 - i. Comply with all bylaws that are regulated by the Town of the City of Dawson regarding pets, yard maintenance, fire hazards, debris-free access, and noise.
 - j. Pay for any costs incurred by breaching local bylaws.

- k. Immediately report to the TH Housing/Property Manager any accident, break, or defect in water, heating, or electrical systems.
- l. Ensure water bleeders are on from September 1 to May 31.
- m. Ensure garbage is placed in garbage stands and picked up if scattered.
- n. Keep yards neat and tidy at all times.
- o. Keep property free of scrap materials and old vehicles.
- p. Keep rental-unit balconies, exterior stairs, porches, and decks neat and tidy at all times. (These areas are not to be used as storage.)
- q. Receive prior written consent from the TH Housing Committee before subleasing or assigning the rental home to any other individual for a period of one (1) month or longer.
- r. Arrange to have their premises monitored if away for more than twenty-four (24) hours from April 1 to September 30.
- s. Pay for the repair of all damages, as applicable, outline in Section 5.1 of this manual.
- t. Arrange to have someone reside in the premises if away for more than twenty-four (24) hours from October 1 to March 31, or have an approved monitoring company check the rental unit.
- u. If hiring a monitoring company, provide the TH Housing/Property Manager with the company's inspection schedule in advance.
- v. Be responsible for the actions of people monitoring their rental unit and the repair of all damages that occur while the rental unit is unoccupied or the tenant is absent.
- w. Inform the TH Housing Program of any occupants in the rental unit.
- x. Provide one (1) month's written notice to terminate their Tenancy Agreement to the TH Housing/Property Manager.
- y. Maintain the premises in substantially the same condition as at the commencement of their Tenancy Agreement, keep the living unit in good repair, and perform minor maintenance jobs, including the following:
 - i. Repair plugged toilets, sinks, and drains.
 - ii. Replace all light bulbs, fluorescent tubes, light shades, and globes. iii. Replace or install all weather stripping.
 - iv. Replace and tighten hinge screws and door pulls.
 - v. Replace sink- and bath-drain plugs. vi. Replace

- refrigerator light bulbs. vii. Replace furnace filters over and above standard filters.
- viii. Care for lawns, shrubs, trees and other landscaping, except in a common area.
- z. Pay the TH Housing Program for parts and services at the market rate if the TH Housing Program has to perform any of the above minor maintenance and repair jobs.

Section 3: Eligibility for Housing

3.1 Eligibility for Tr'ondëk Hwëch'in Housing

1. TH citizens 18 years or older residing in Dawson City are eligible to apply for TH rental units.
2. Allocation of TH rental units will be based on the TH Housing Program Wait List.
3. All allocations of rental units will be fair and consistent.
4. Applicants in arrears to TH for housing-related charges will be added to the waiting list but must make arrangement to payback outstanding amounts, either in full or by an agreed upon payback contract, before being considered for a rental unit.
5. If during the wait period the payback contract is breached, the applicant(s) name will be removed from the Housing Program Wait List.
6. If the applicant(s) has been allocated a rental unit and breaches the payback contract, they will be evicted with thirty (30) days' notice.
7. Emergency situations do arise. Each emergency case will be reviewed on its own merits. The TH Housing Program may be required to make an immediate decision on the situation and will inform the TH Housing Committee of their decision at the next regularly scheduled meeting.
8. The following criteria will be used by the TH Housing Committee and the TH Housing Program to set priorities in allocating living units and deciding on emergency situations:
 - a. Size of family.
 - b. Homelessness.
 - c. Urgent need for emergency accommodations.
 - d. Existing accommodation inappropriate for housing requirements.
 - e. Overcrowding.
 - f. Living with family or friends who are unable to provide proper living space.
 - g. Unstable or substandard housing circumstances.
 - h. Medical condition or disability.
 - i. Domestic violence.
 - j. Living in crisis or emergency accommodations.
 - k. Sexual assault.
 - l. Child abuse or neglect.
 - m. Threatening behaviour by one or more household members against an occupant.
 - n. Lack of essential facilities. (e.g., water, electricity, bathroom, kitchen.)
 - o. An adult or couple share a bedroom with a person over three (3) years of age.

- p. More than three (3) children share a bedroom.
 - q. More than two (2) unrelated adults share a bedroom.
9. Elders on pension income will be given preference for any vacant pre-1997, Section 95, TH rental units should they become vacant.
 10. Applicants will be subject to an inquiry into their rental or home-ownership history before their application is approved. Each case will be reviewed and treated individually.
 11. TH citizens who own a habitable home in Dawson City are not eligible for a TH rental unit or TH Housing Program Wait List.
 12. If a TH citizen residing in a TH rental unit purchases an adequate and habitable home, they no longer qualify for a TH rental unit. They must vacate the TH rental unit within one (1) month.
 13. TH citizens who own a home in another community, but whose primary residence is in Dawson City, may qualify for a TH rental unit. Their applications will be reviewed on a case by-case basis.
 14. Citizens are entitled to only one (1) rental living unit.

Section 4: General Conditions

4.1 Payment of Rent

1. Tenants have a responsibility to pay the rent in full on or before the first day of each month at the TH Finance Office.
2. If a tenant cannot make a rental payment on time, he or she must contact the TH Finance Office prior to the first day of each month to explain his or her financial situation and work out an acceptable method of payment.
3. If any prior rental arrangements, verbal or written, are breached, the TH Finance Office will follow procedures identified in “Section 4.2, Non-Payment of Rent.”
4. If a tenant received Social Assistance for the current month’s rent, they must make arrangements with the TH Housing Program to pay any arrears. Failure to do so will result in the TH Finance Office following procedures identified in “Section 4.2, Non-Payment of Rent.”
5. The TH Housing Program operates two rental programs:
 - a. Section 95 Rental Units
 - i. Rent is based on Lower End of Market Rent (LEMR).
 - ii. The rental rate for these units follow mortgage agreements with CMHC and can either be based on monthly income or yearly income-tax information for tenants, cotenants and occupants residing in the rental unit.
 - iii. If tenants want to change the method their rent is based upon, all persons 18 years or older living in the rental unit must provide the TH Housing Program with all required information.
 - b. General
 - i. Rent is a set rate.

4.2 Non-Payment of Rent

1. If a rental payment is not made by the 7th day of the month, a reminder letter will be sent to the tenant.
2. If a rental payment is still not paid by the 14th day of the month, the tenant will be sent a second reminder letter.
3. If a rental payment is still not paid by the 21st day of the month, the tenant will be sent an eviction notice for the end of the following month by registered mail, Sheriff delivery or in person by a member of the TH Housing Program.
4. Arrangements to pay delinquent rent by payroll deduction or payback contract must be in writing.

4.3 Probation Period

1. Tenants will be on probation for the first six (6) months of occupancy in a TH rental unit.
2. Failure to comply with the *TH Housing Policy and Procedures Manual* and Tenancy Agreement will result in thirty (30) days' notice of eviction.
3. No rental arrears will be tolerated during the probationary period unless there is a valid excuse. Any rental arrears will result in immediate eviction.
4. The TH Housing Program reserves the right to inspect the unit at anytime during this period with twenty-four (24) hour's written and/or verbal notice.

4.4 Tenancy Agreements

1. A new Tenancy Agreement is to be signed each fiscal year (April 1 to March 31) by tenants. The new Tenancy Agreement will list the tenant; co-tenant, if applicable; and all other occupants over the age of eighteen (18) years who reside in the rental unit.
2. In the event a Tenancy Agreement lapses before being signed, the previous year's Tenancy Agreement remains in effect.
3. The TH Housing Program has the authority to sign Tenancy Agreements on behalf of TH.
4. A copy of the Tenancy Agreement will be provided to the tenant once all required signatures are affixed.
5. Except for certain provisions specified in the Tenancy Agreement, either the landlord or the tenant can terminate the Tenancy Agreement by providing thirty (30) days' written notice.
6. The tenant shall be liable for any expense or loss incurred by the landlord due to the failure of the tenant to vacate the premises promptly at the termination of the Tenancy Agreement.
7. When a tenant or co-tenant moves out before the end of the Tenancy Agreement, the remaining tenant(s) is responsible for the Tenancy Agreement and any costs associated with upkeep of the unit, including rent.
8. Any person wanting to be added as a co-tenant or occupant on a Tenancy Agreement who have housing arrears must pay the arrears in full or have a signed payback contract before being added to the Tenancy Agreement.
9. The TH Housing Program can terminate the Tenancy Agreement with fourteen (14) days' written notice for substantial breach. The notice will state the effective date of the termination and the details of the alleged breach.

4.5 Units Built Prior to 1982

1. Only units built prior to 1982 that are occupied by Elders will be maintained. Maintenance will be limited to health and safety repairs unless outside funding has been received.
2. Upon the death of an Elder residing in a family unit built prior to 1982, the unit will be disposed of as follows:
 - a. The unit will be offered to the oldest remaining family member, who is given a reasonable amount of time to remove the unit from the lot.
 - b. If the oldest remaining family member declines the unit, the Housing Program will dispose of the unit.
 - c. In all cases, only one unit built prior to 1982 will be disposed to each family group.

4.6 Insurance

1. TH will purchase rental-unit insurance on all TH rental units.
2. Tenants are responsible for purchasing contents insurance on their personal furnishings and belongings.

4.7 Access

1. The TH Housing Program or its agents may enter a tenant's rental unit under the following conditions:
 - a. To undertake maintenance and repairs or to allow such to be made, as arranged with the tenant. In these circumstances, the TH Housing Program will give twenty-four (24) hours written and/or verbal notice to the tenant.
 - b. In an emergency, access may be gained at any time. An emergency is defined as a fire, flood, acts of God, a medical emergency involving the tenant or occupants, or a situation within the building structure which compromises the health and safety of the tenant or other occupants.
 - c. If it appears the tenant has abandoned the rental unit, the TH Housing Program can immediately enter the rental unit.
2. Neither the TH Housing Program nor the tenant may change the locks without the other party's permission, unless there is evidence the unit has been abandoned.

4.8 Inspections

1. The TH Housing Program or its agent will thoroughly inspect every TH rental unit each year. An inspection and written report will also be completed when tenants move into or out of a rental unit.
2. After yearly inspections, a work plan will be developed for the upcoming fiscal year. Health, safety, and structural repairs will receive priority. Cosmetic deficiencies will be addressed if the budget allows.
3. The TH Housing Program or its agent will provide the tenant with one (1) week's written notice of the time and date of the annual inspection.
4. Tenants will be encouraged to attend annual inspections with the TH Housing Program; however, tenants are not required to be present at inspections. The TH Housing Program will make every effort to accommodate the tenant's schedule.
5. As part of the inspection report, the TH Housing Program shall provide in writing to the tenant any repairs for which the tenant is responsible. At this time, the tenant will have the opportunity to add their written comments.

4.9 Noise

1. All rental units within municipal limits are subject to the *Town of the City of Dawson Regulation and Nuisance Bylaw #95-28, Section 21*:

“Incessant Noises: Everyone who makes or causes or allows noises or sounds in or on a highway or elsewhere in the Town of the City of Dawson which disturb or tend to disturb, the quiet peace, rest, enjoyment, comfort or convenience of the neighbourhood, or of persons in the vicinity, shall upon warning from any Bylaw Enforcement Officer cease making or causing or allowing such noises or sounds forthwith, or shall be deemed to have contravened the provisions of this bylaw.”
2. Tenants not observing noise regulations will be issued a written warning. Tenants who receive three (3) warnings in one (1) year may be evicted or asked to sign a “No Noise Contract” which will be kept on file.

4.10 Collection of Rental and Damage Arrears

1. Any money owing to the TH Housing Program after a tenant has moved out of a TH rental unit will remain on the tenant's file as an outstanding accounts receivable.

2. The TH Housing Program will first try to enter into a reasonable payback contract. Should that fail, the TH Housing Program will use a collection agency or Small Claims Court to collect the outstanding accounts receivable(s).

4.11 Abandoned Units

1. A rental unit that is unoccupied for two (2) weeks from May 1 to September 30 and twenty-four (24) hours from October 1 to April 30 will be considered abandoned if no arrangements have been made to monitor or house-sit the unit. The TH Housing Program may take possession without notice.
2. The TH Housing Program will serve the tenant with an Abandonment of Unit Notice and termination of the Tenancy Agreement.
3. The furniture and personal effects of the vacated tenant will be handled as per the *Yukon Landlord and Tenants Act*, the *TH Constitution* and the *Charter of Rights and Freedoms*.

4.12 Evictions

1. Eviction proceedings may be initiated against tenants in breach of their obligations under the Tenancy Agreement, the *TH Housing Policy and Procedures Manual*, the *Yukon Landlord and Tenant Act*, the Town of the City of Dawson bylaws, the *TH Constitution* and the *Charter of Rights and Freedoms*.
2. The TH Housing Program will contact tenants in writing to inform them of the situation and invite them to discuss a suitable remedy to the problem.
3. The tenant is expected to pay rental arrears in full. If this is not possible due to the tenant's current situation, the TH Housing Program may enter into a contract with the tenant. The contract will outline the following:
 - a. Specific time frame for the full payment of arrears.
 - b. Specify that all current rental amounts must be paid in full by the first of each month.
 - c. Any other relevant information that is agreed upon by the tenant and the TH Housing Program.
4. Should the tenant breach this contract they will be served with a thirty (30) day eviction notice.
5. If a tenant fails to meet the TH Housing Program's requirements, the tenant will be asked to appear before the TH Housing Committee. This meeting will allow the tenant an opportunity to explain his or her situation.

6. If the TH Housing Committee is satisfied the tenant is able and willing to correct the problem, the TH Housing Committee may establish conditions under which the problem may be rectified and may specify further actions to be taken if any of the conditions are not met. These conditions and actions shall be put in writing and signed by the tenant.
7. Where a tenant has not made any arrangements to correct the problem, the tenant will automatically be served with a written notice to terminate the Tenancy Agreement. A notice to terminate the Tenancy Agreement will be sent by registered mail or hand delivered to the tenant by a member of the TH Housing Program. The notice will be signed by a representative of the TH Housing Program and include the following information:
 - a. the premises in respect of which the notice is given.
 - b. Reasons for the eviction.
 - c. The date on which the tenancy is to terminate.
8. The written notice to terminate the Tenancy Agreement will allow the tenant thirty (30) days to vacate the rental unit. If the tenant does not vacate at the end of thirty (30) days, the TH Housing Program will go to the courts to have the tenant removed and recover any monies owed. The tenant is responsible for rent during this notice.

4.13 Pets

1. All rental units within municipal limits are subject to the *Town of the City of Dawson Protection and Control of Animals and the Prevention of the Spread of Animal Diseases in the City of Dawson Bylaw #98-12*.
2. All tenants, whether in a single residence or apartment, are responsible for keeping pet areas free of pet waste and damage. Tenants that leave behind pet waste or damage upon vacating a rental unit will be invoiced for cleanup costs.
3. If a tenant is moving to another rental unit, any cleaning or repairs and maintenance beyond the normal wear and tear in the unit being vacated caused by pets will be the responsibility of the departing tenant.
4. Tenants not observing the pet regulations will be issued a written warning. Tenants who receive three (3) warnings in a one (1) year period may be evicted and will be responsible for any applicable bylaw fines or fees.

4.14 Zoning

1. In the absence of TH laws and bylaws respecting land use and zoning within Dawson City municipal boundaries, the Town of the City of Dawson Zoning bylaws apply to all properties on which TH rental units are built.

4.15 Adequate Housing

1. The following is considered adequate housing:
 - a. One bedroom per adult.
 - b. One bedroom per couple.
 - c. One bedroom for children of different genders aged six (6) years or older.
2. Tenants residing in a rental unit with bedrooms that exceed the above guidelines will be considered over housed. Alternately, tenants residing in a rental unit that does not meet the above guidelines will be considered under housed.
3. The TH Housing Program reserves the right to relocate over-housed and under-housed tenants in all circumstances. In both cases, the TH Housing Program will reallocate tenants to a suitable unit upon availability and with one (1) month's written notice.

4.16 Discrimination

1. Discrimination will be handled as per the *Canadian Charter of Rights and Freedoms Section 15*:

“15. (1) Every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and, in particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

“15. (2) The above subsection does not preclude any law, program, or activity that has as its object the amelioration of conditions of disadvantaged individuals or groups including those that are disadvantaged because of race, national, or ethnic origin, colour, religion, sex, age or mental or physical disability.”

Section 5: Damage and Upkeep

5.1 Damages

1. The landlord and his or her agent may, with 24 hours written or verbal notice, enter a rental unit to examine its condition. Any repairs necessary that are not the result of normal wear and tear will be the responsibility of the tenant.
2. If damages pose a health or safety threat and the tenants refuse to make repairs, the landlord will have the repairs made and invoice the tenant for costs. Repair costs will be due and payable with the next rental payment. The TH Housing Program may choose to take the tenant to small claims court if the tenant fails to pay. The tenant can make arrangements and enter into a payment plan with the TH Housing Program. Failure to do so may result in an eviction notice.
3. All instances of damages are recorded in tenants' files and remain on record.
4. Tenants must report all damages by vandals to the RCMP and the TH Housing/Property Manager. If the police investigation reveals vandalism as the cause of damage, the TH Housing Program will make the repairs and assume the cost of repairing the damage.
5. Tenants are not responsible for damages caused by accidental fire, flood, or acts of God.

5.2 Maintenance Standards

1. Repairs and maintenance must meet applicable trade standards of the *National Building Code of Canada*.
2. If work is to be completed by a contractor, the contractor must obtain all required permits. Copies of any required Yukon Government building permits and City of Dawson development permits must be forwarded to the TH Housing/Property Manager before work can commence.
3. A final inspection report by the local building inspector must be obtained upon completion of work and a copy filed with the TH Housing/Property Manager.

5.3 Home and Yard Improvements

1. Landscaping, exterior painting and the construction of decks and sheds may be carried out by the tenant provided the tenant has informed the TH Housing/Property Manager in writing. The TH Housing/Property Manager will review all written requests and provide the tenant, in writing, his or her decision regarding the request. Before any work can commence, the tenant must have written approval and sign all required paperwork with the TH Housing/Property Manager, and provide copies of any required Yukon Government building permits and City of Dawson development permits. The job will be inspected from time to time during construction by the TH Housing Program.

2. Structural alterations and home improvements shall not be made without first obtaining written permission from the TH Housing/Property Manager.
3. Tenants wishing to paint their rental-unit interior must have prior written permission from the TH Housing/Property Manager and sign all required paperwork before any work can commence.
4. Tenants wishing to improve the rental unit they occupy will do so at their own expense. Tenants shall not be reimbursed for voluntary improvements, including additions and fences.
5. All necessary building permits for voluntary improvements will be obtained by the tenant. Copies of the permits must be provided to the TH Housing/Property Manager.
6. Tenants may remove additions, fences and any other improvements which they installed upon vacating the premises, provided that such improvements were done entirely at the tenant's expense and the rental unit is left in the same condition it was in when they took possession.
7. All structural improvements performed by tenants must meet applicable trade standards of the *National Building Code of Canada*.

Section 6: Changes in Living Situations

6.1 Deaths

1. If a deceased tenant is a TH citizen and his or her spouse is a TH citizen, the surviving spouse can reassign the Tenancy Agreement to his or her name.
2. The TH Housing Committee reserves the right to relocate a surviving spouse to another rental unit, especially in the case of over housing.
3. If a deceased tenant is a TH citizen and his or her surviving spouse is not a TH citizen, the surviving spouse will be given six (6) months to vacate the unit.
4. In the case of a death with no surviving spouse or any other co-tenant in the rental unit, the deceased tenant's family will be given one (1) month to vacate the rental unit. Rent will be waived for the one (1) month period; however, the family will be responsible for any utility charges except heating fuel incurred during this period.

6.2 Tenants moving between living units

1. Tenants will only be eligible to move from one unit to another if their current unit has been maintained in good repair and their rent payments are current.
2. Tenants must provide the TH Housing Committee with a valid reason for the move. Each case will be reviewed individually, and the TH Housing Committee will inform the tenant in writing of any decision.
3. No reasonable request to move from one rental unit to another will be denied.
4. Tenants will not be eligible to move from one rental unit to another if their current unit is adequate and there is no valid reason to move.

Section 7: Guests, House-Sitting, and Subleasing

7.1 Guests

1. A Guest is any person not listed on the tenant's profile or Tenancy Agreement who are living with a tenant for no longer than a three (3) week period. Guests can be residing with the tenant in the unit or camped in a mobile living accommodation on the property.
2. If the guest residing in the rental unit remains past the three (3) week period, the tenant must notify the TH Housing/Property Manager, in writing, of the guest's intended length of stay.
3. If the guest camped in a mobile living accommodation on the property remains past three (3) weeks, the *Town of the City of Dawson Bylaw #09-03 Zoning and Heritage Management* will apply.
4. The tenant is responsible for any noise, damage, or other problems caused by their guest.

7.2 House-Sitting and Rental-Unit Monitoring

1. Tenants must have someone monitor their rental unit if they are away for more than twenty-four (24) hours.
2. If the tenant is away for less than one (1) month, he or she can arrange for a house-sitter to live in the rental unit. House-sitting arrangements must not exceed one (1) month. Housesitting arrangements that extend past one (1) month will be considered a sublease.
3. All house-sitters must be eighteen (18) years of age or older and approved by the TH Housing/ Property Manager.
4. If the tenant is away for less than one (1) month and chooses not to arrange for a house-sitter, the tenant must have an approved monitoring company or individual check the rental unit in his or her absence. In all cases, the monitoring inspection schedule must be provided to and approved by the TH Housing/Property Manager in advance.
5. Tenants are responsible for the actions of the house-sitter or person or company monitoring their rental unit in their absence.
6. It is the tenant's responsibility to have a written agreement with the house-sitter regarding early return.
7. If the tenant is away for more than one (1) month, he or she must either vacate or sublease his or her rental unit.

7.3 Interim Agreements

1. House-sitting situations that extend past one (1) month will be considered an Interim Agreement.
2. All Interim Agreements must be approved in writing by the TH Housing Committee.

3. Interim Agreement requests must be received in writing by the TH Housing Committee at least one month prior to the date the original tenant intends to vacate the rental unit. The written request must contain the following:
 - a. When the original tenant is leaving and returning.
 - b. Length of time they will be absent from the unit.
 - c. A list of all individuals occupying the rental unit during the original tenant's absence.
 - d. Reason for Interim Agreement request.
4. Interim Agreements can be approved for up to one (1) year by the TH Housing Committee and will be considered for the following reasons:
 - a. Education Leave.
 - b. Employment.
 - c. Medical leave.
 - d. Incarceration.
 - e. Other reason as approved on a case-by-case basis. Documentation is required for the above reasons.
5. Every four (4) months the TH Housing/Property Manager will contact the original tenant to obtain documentation that ensures the validity of the approved leave. If the original tenant fails to validate the leave, then the Interim Agreement shall be void and the original tenant must return to the rental unit within two (2) weeks. If the tenant fails to return to the rental unit in two (2) weeks, the rental unit will be considered abandoned.
6. All Interim Agreement tenants must be eighteen (18) years of age or older and have no prior negative rental history with the TH Housing Program.
7. The interim tenant is responsible for having the unit clean and in good repair prior to the return of the original tenant.
8. The TH Housing Program will not renovate the rental unit when the interim tenant leaves and the original tenant returns.
9. The TH Housing Program will perform an inspection of the rental unit when the interim tenant moves in and again when they move out.
10. Any person who owns his or her own habitable living unit will not be eligible as an interim tenant in TH Housing.

11. Rental rates will be based on the household income of the interim tenant during the period of the Interim Agreement.
12. In the event that at the end of the sublease period the original tenant chooses not to return to his or her unit, the interim tenant, if they are a TH citizen or on the TH Housing Program Wait List, can apply to take over that unit as the new tenant. In order to qualify, he or she must have paid all rents due during the term of the Interim Agreement and be eligible for TH Housing under Section 3.1, “Eligibility for TH Housing,” of this manual.
13. No TH citizen shall be allowed to be an interim tenant if they have rental arrears, unless the following criteria are met:
 - a. The tenant has previously entered into or chooses to enter into a formal written payback contract with the TH Housing Program. Breach of the payback contract will result in further action being taken as laid out in the payback contract, the TH Housing Policy and the Tenancy Agreement.
 - b. All rental arrears are paid in full.
14. The interim tenant is responsible for any noise, damage, or other problems caused during the period of the Interim Agreement.
15. It is the responsibility of TH Housing and the original tenant to have a written agreement with the interim agreement regarding early return from their approved leave.

Section 8: Appeals

8.1 Appeals of TH Housing Committee Decisions

1. Housing applicants and tenants have the right to appeal decisions of the TH Housing Committee. The appeal procedure will be strictly adhered to and is as follows:
 - a. Appellants must provide a written notice of appeal that details reasons for the appeal and where the TH Housing Committee or TH Housing Program erred and did not follow standard procedures. The appeal should also suggest a resolution to the issue.
 - b. Appeals must be received by the TH Housing/Property Manager no later than 14 days from the date the appellants was notified of the committee's decision.
 - c. Chief and Council will select a body of three (3) neutral individuals to sit as an Appeal Board for the purposes of hearing the appeal.
 - d. Appellants will be notified of an appeal-hearing date. Should the appellant not attend the appeal hearing for whatever reason, the Appeal Board will make a decision based on the information provided.
 - e. When possible, all appeal hearings will be held within fourteen (14) days of receiving the appeal.
 - f. The Appeal Board will inform the appellant of their decision within seven (7) days of the appeal hearing.
 - g. All decisions of the Appeal Board are final.



PASS

Tr'ondëk Hwëch'in Council

Resolution 2016-07-07-02

INTERIM HOUSING LEASE AGREEMENT FOR EDUCATION, MEDICAL, EMPLOYMENT OR INCARCERATION VACANCIES

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing units may pursue further education opportunities away from Dawson City area; and wish to return to their housing units at the end of their studies.

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing units may be absent for prolonged periods of time; and wish to return to their housing units when their Health allows.

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing unit may pursue employment away from Dawson City area; and wish to return to their housing units once there is employment in Dawson.

WHEREAS:

Tr'ondëk Hwëch'in citizens that may be incarcerated outside of Dawson City and will be returning to their housing units once they return to Dawson City.

THEREFORE BE IT RESOLVED THAT:

Amend the housing policy to include an Interim Lease Agreement for citizens leaving Dawson City for education opportunities, medical reasons, employment elsewhere or incarceration.

MOVED BY: Councillor Peterson

SECONDED BY: Councillor Bullen

PASSED BY: consensus

DATED: July 7, 2016


TH Chief Roberta Joseph



PASS

**Tr'ondëk Hwëch'in Council
Resolution 04-26-12-02**

AMENDMENT TO HOUSING POLICY AND PROCEDURES MANUAL

WHEREAS:

Chief and Council have passed the new Housing Policy and Procedures Manual by resolution #04-12-12-01 on April 12, 2012; and

WHEREAS:

Resolution #03-29-12-05 passed March 29, 2012 appoints seven members to the Housing Committee.

WHEREAS:

The Housing Policy and Procedures Manual states the Housing Committees shall consist of a five (5) members.

THEREFORE BE IT RESOLVED THAT:

Council amends the Housing Policy and Procedures Manual to increase the number of members of the Housing Committee to seven (7).

BE IT FURTHER RESOLVED THAT:

Housing and Communications staff will draft a new Terms of Reference for the Housing Committee.

April 26, 2012
Dated

Eddie Taylor
Moved by

Steve Taylor
Seconded by

✓
Consensus

Molly Shore
Recorded by

Clara Van Bibber
Chair

Molly Shore
Minute Taker



PASS

Tr'ondëk Hwëch'in Council

Resolution 2016-07-07-02

INTERIM HOUSING LEASE AGREEMENT FOR EDUCATION, MEDICAL, EMPLOYMENT OR INCARCERATION VACANCIES

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing units may pursue further education opportunities away from Dawson City area; and wish to return to their housing units at the end of their studies.

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing units may be absent for prolonged periods of time; and wish to return to their housing units when their Health allows.

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing unit may pursue employment away from Dawson City area; and wish to return to their housing units once there is employment in Dawson.

WHEREAS:

Tr'ondëk Hwëch'in citizens that may be incarcerated outside of Dawson City and will be returning to their housing units once they return to Dawson City.

THEREFORE BE IT RESOLVED THAT:

Amend the housing policy to include an Interim Lease Agreement for citizens leaving Dawson City for education opportunities, medical reasons, employment elsewhere or incarceration.

MOVED BY: Councillor Peterson

SECONDED BY: Councillor Bullen

PASSED BY: consensus

DATED: July 7, 2016



TH Chief Roberta Joseph



Tr'ondëk Hwëch'in Council

PASS

Resolution 2024-08-07-04

APPROVAL OF COUNCIL ORDER 2024-08-07-01

WHEREAS Section 160 of the Governance Act states that *"Under this act, other legislation and policies of Council, a Council Order may be required to exercise a specific power or duty provided to Council"*; and

WHEREAS all policies, and amendments or repeals thereof, will be approved by two resolutions of Council before they come into effect; and

WHEREAS the two resolutions must be passed at separate meetings a minimum of 24 hours apart; and

WHEREAS Council Resolution 2024-07-18-04 *Amendments to the Housing Policy* was passed on July 17th, 2024.

THEREFORE BE IT RESOLVED THAT Tr'ondëk Hwëch'in Council approves Council Order 2024-08-07-01 to amend the Housing Policy with the proposed changes.

MOVED BY: Deputy Chief Erin McQuaig

SECONDED BY: Councillor Kylie Van Every

PASSED BY: Consensus

DATED: August 7, 2024


Hähkë Darren Taylor



Tr'ondëk Hwëch'in Council

Council Order 2024-08-07-01

AMENDMENTS TO THE HOUSING POLICY

WHEREAS the section 160 of the Governance Act states that “*Under this act, other legislation and policies of Council, a Council Order may be required to exercise a specific power or duty provided to Council*”; and

WHEREAS amendments are required to the Tr'ondëk Hwëch'in (TH) *Housing Policy* to remove the membership and quorum requirements and add them to the TH Housing Committee Terms of Reference; and

WHEREAS section 2.2 of the Housing Policy related to TH Housing Committee duties has been amended to align with the Governance Act; and

WHEREAS TH Council approval is required for amendments to the TH Regulations and Policies.

THEREFORE, BE IT RESOLVED THAT TH Council approves the proposed amendments to the attached *Housing Policy*.



PASS

Tr'ondëk Hwëch'in Council

Resolution 2024-07-18-04

AMENDMENTS TO THE HOUSING POLICY

WHEREAS amendments are required to the Tr'ondëk Hwëch'in *Housing Policy* to remove the membership and quorum requirements and add them to the TH Housing Committee Terms of reference; and

WHEREAS section 2.2 of the Housing Policy related to TH Housing Committee duties has been amended to align with the Governance Act; and

WHEREAS Tr'ondëk Hwëch'in (TH) Council approval is required to all for amendments to the TH Regulations, and policies.

THEREFORE BE IT RESOLVED THAT Council approves the first reading of the proposed amendments to the *Tr'ondëk Housing Policy* as attached.

BE IT FURTHER RESOLVED THAT the proposed amendments to the Tr'ondëk Hwëch'in *Housing Policy* will come back to Council at a subsequent meeting for final approval.

MOVED BY: Councillor Kylie Van Every

SECONDED BY: Councillor Kyrie Nagano

PASSED BY: Consensus

DATED: July 18, 2024

Deputy Chief Erin McQuaig

Tr'ondëk Hwëch'in Housing Policy

JULY 2016

With proposed Amendments

Document changes:
<u>Insertion</u>
Deletion

Housing Policy Revision History

Council Resolution Number	Date	Comments
CR-2016-07-07-02	July 7, 2016	Interim Housing Lease Agreement for Education, Medical, Employment or Incarceration Vacancies
CR-2012-04-12-01	April 12, 2012	TH Housing Policy and Procedures Manual
CR 2012-04-26-02	April 26, 2012	Amendment to Housing Policy and Procedures Manual
CR-2016-07-07-02	July 7, 2016	Amendment to include Interim Lease Agreement for citizens leaving Dawson City for education, medical employment, and incarceration reasons.

Table of Contents

Section 1: Introduction

1.1 Purpose of the <i>Tr'ondëk Hwëch'in Housing Policy</i>	5
1.2 Abbreviations	5
1.3 Definitions	5
1.4 Policy Statement	7

Section 2: Roles and Responsibilities

2.1 TH Council	9
2.2 TH Housing Committee	9
2.3 TH Housing Program	10
2.4 TH Housing/Property Manager	11
2.5 TH Director of Finance, Housing and Capital	11
2.6 Tenants	12

Section 3: Eligibility for Housing

3.1 Eligibility for <i>Tr'ondëk Hwëch'in Housing</i>	15
--	----

Section 4: General Conditions

4.1 Payment of Rent	18
4.2 Non-Payment of Rent	18
4.3 Probation Period	19
4.4 Tenancy Agreements	19
4.5 Units Built Prior to 1982	20
4.6 Insurance	20
4.7 Access	20
4.8 Inspections	21
4.9 Noise	21

4.10 Collection of Rental and Damage Arrears	22
4.11 Abandoned Units	22
4.12 Evictions	22
4.13 Pets	23
4.14 Zoning	24
4.15 Adequate Housing	
4.16 Discrimination	24
Section 5: Damage and Upkeep House-sitting, Subletting and Guests	
5.1 Damages	26
5.2 Maintenance Standards	26
5.3 Home and Yard Improvements	27
Section 6: Changes in Living Situations	
6.1 Deaths	29
6.2 Tenants Moving Between Units	29
Section 7: House-Sitting, Subleasing, and Guests	
7.1 Guests	31
7.2 House-Sitting and Rental-Unit Monitoring	31
7.2 Interim Agreements	32
Section 8: Appeals	
8.1 Appeals of TH Housing Committee Decisions	35

Section 1: Introduction

1.1 Purpose of the *Tr'ondëk Hwëch'in Housing Policy*

The purpose of the *Tr'ondëk Hwëch'in Housing Policy* is to consolidate all aspects of housing related matters, policies, and procedures into one reference document.

1.2 Abbreviations

CMHC – Canada Mortgage and Housing Corporation

DIA – Department of Indian Affairs

TH – Tr'ondëk Hwëch'in

1.3 Definitions

Agent – The person(s) who carry out the day-to-day operations of the TH Housing Program.

Appeal Board – Three (3) neutral individuals appointed by Chief and Council to hear appeals of decisions.

Chief and Council – Persons elected to the position of Chief or Councillor, pursuant to the *TH Constitution*.

Citizen – A person whose name appears on the TH Citizenship List.

CMHC Guidelines – Regulations and procedures which must be followed to fulfill obligations under CMHC Housing programs.

Co-tenant – Two or more people living in the same house who hold a Tenancy Agreement with the landlord and share the same rights and obligations as an individual tenant.

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

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

Family Member – A person's extended family, including immediate family members, parents, in-laws, grandparents, uncles, aunts, first cousins, nephews, nieces, and siblings.

Guest – Any person not listed on the tenant's profile or Tenancy Agreement who are living with a tenant for no longer than a three (3) week period.

Immediate Family Member – An employee's spouse, common-law or same-sex partner and children.

Landlord – The property owner who has authority to rent units.

Lower End of Market Rent – The maximum rent a tenant who is living in a TH Section 95 rental unit will pay.

Occupant – A person 18 years or older who resides in a Rental Unit but does not have the rights and obligations of a tenant under a Tenancy Agreement.

Over housed – A rental situation as outlined in Section 4.15, “Adequate Housing,” of this manual.

~~**Quorum** – Five (5) members of the TH Housing Committee.~~

Rental Unit – Rental properties managed by the TH Housing Program.

Substantial Breach – Failure of tenants to meet their obligations under the *Yukon Landlord and Tenant Act* or if they commit a series of breaches under their tenancy agreement, including, but not limited to, wilful or negligent conduct; wilful or negligent conduct by persons permitted by the tenant to enter the premises, common areas, or property; failure to maintain the premises in a reasonably clean condition; illegal acts, trade, business, or occupation in the premises; and nonpayment of rent.

Tenancy Agreement – A written agreement between tenant(s) and landlord for possession of a residential rental premises.

Tenant – The person who holds the Tenancy Agreement with the landlord.

~~**TH Housing Committee** – A committee consisting of one (1) TH Elder, one (1) TH youth, five (5) TH citizens, and the Ex-officio Council Member.~~

TH Housing Program – The persons who carry out the day-to-day operations and administer all TH rental and non-rent-bearing pre-1982 units, including the Director of Finance, Housing, and Capital; the Housing/Property Manager; the Maintenance Manager; and all other TH Housing staff.

TH Housing Program Wait List – A list of citizens who require housing, which includes unit requirements and reasons for needing a unit.

TH Housing Rental Program – All rental programs and units operated by the TH Housing Program.

Under housed – A rental situation as outlined in Section 4.15, “Adequate Housing,” of this manual.

Youth – All TH citizens between the age of fifteen (15) and twenty-five (25) years of age.

1.4 Policy Statement

1. TH will administer a housing program that accomplishes the following:
 - a. Treats every citizen equally without discrimination based on ethnic origin, colour, religion, sex, age, or mental or physical disability.
 - b. Provides adequate and affordable rental housing for TH citizens 18 years of age or older within the limits of the Town of the City of Dawson.
 - c. Provides operational guidelines for all TH-owned units.
 - d. Specifies responsibilities and lines of authority for Chief and Council, the TH Housing Committee, the TH Housing Program, and tenants.
 - e. Enables the TH Housing Committee and TH Housing Program to make consistent decisions regarding tenants' issues and concerns.
 - f. Works with tenants to encourage participation in the maintenance and operation of their rental unit.
 - g. Develops a productive and cost-effective maintenance program.
 - h. Ensures the ongoing financial viability of the TH Housing Rental Program. □

Section 2: Roles and Responsibilities

2.1 TH Council

1. TH Council has the following role and responsibilities:
 - a. Approve the *TH Housing Policy* and any revisions or amendments.
 - b. Approve the Terms of Reference for the TH Housing Committee.
 - c. Provide advice and recommendations to the TH Housing Program and TH Housing Committee.
 - d. Appoint individual members of the TH Housing Committee ~~for terms of two (2) years from the date of appointment~~.
 - e. Select a body of three (3) neutral individuals to sit as an Appeal Board for the purposes of hearing appeals.

Commented [ED1]: Terms have been moved to Housing Committee TOR pursuant to part 5 of the Governance Act

2.2 TH Housing Committee

1. The TH Housing Committee has the following role and responsibilities:
 - a. Meet twice monthly or as needed to discuss items presented by the TH Housing Program.
 - b. Fulfill their mandate and carry out the duties and responsibilities delegated to them by Council, as set out in the Housing Committee Terms of Reference.
 - c. Adhere to the code of conduct and conflict of interest provisions set out in the *Tr'ondëk Hwëch'in Governance Act*.
 - d. ~~Work with the TH Housing Program to ensure that the landlord and tenant's rights and responsibilities, as outlined in the Tenancy Agreement, are administered fairly and consistently.~~
 - e. ~~Hear and decide on housing issues in accordance with the terms of the *TH Housing Policy*, Tenancy Agreements, the Yukon's *Landlord and Tenant Act*, the *TH Constitution*, and the *Charter of Rights and Freedoms*.~~
 - f. ~~Address each housing issue under review in a fair and unbiased manner.~~
 - g. ~~Review and decide upon housing applications.~~
 - h. ~~Allocate all vacant rental units as per the TH Housing Wait List and eligibility criteria.~~
 - i. ~~Review and decide upon sub-lessees for absences longer than one (1) month.~~
 - j. ~~Attend meetings on a regular basis.~~
 - k. ~~Declare a conflict of interest and excuse him or herself from discussions or decisions affecting family members.~~

Commented [ED2]: All duties, responsibilities and delegated authorities have been moved to the Housing Committee TOR pursuant to part 5 of the Governance Act

1. ~~Vote, when appropriate, on matters presented to them.~~

2.3 TH Housing Program

1. The TH Housing Program has the following role and responsibilities:
 - a. Hold a renters' information session once a year.
 - b. Keep all tenant files confidential.
 - c. Administer the TH Housing Rental Program in a fair and viable manner following CMHC guidelines, the *TH Housing Policy*, the *Yukon Landlord and Tenants Act*, the *TH Constitution*, TH cultural values, and the *Charter of Rights and Freedoms*.
 - d. Review and decide upon house-sitters for absences less than one (1) month.
 - e. Inform the TH Housing Committee, in writing, of any eviction decisions at the next regularly scheduled committee meeting.
 - f. Review the *TH Housing Policy* and the Tenancy Agreements, and submit any revisions, excluding clerical errors, to TH Chief and Council for approval.
 - g. Maintain all rental units in a good state of repair and fit for habitation during the period of tenancy and comply with health and safety standards.
 - h. Make emergency decisions on housing issues and inform the TH Housing Committee, in writing, by the next regularly scheduled committee meeting.
 - i. Declare a conflict of interest and excuse him or herself from discussions or decisions affecting family members.
 - j. Perform all major repairs and replacements arising from normal wear and tear on the following:
 - i. Flooring and carpeting.
 - ii. Refrigerators and ranges.
 - iii. Roofing.
 - iv. Hot water tanks.
 - v. Furnaces.
 - vi. Plumbing.
 - k. Perform standard maintenance on rental units, including the following:
 - i. Levelling of the rental unit.
 - ii. Standard annual servicing of furnaces and chimneys.
 - iii. Annual inspection of fire extinguishers.
 - iv. Major plumbing repairs.
 - v. Other work approved by the TH Housing Program.

- l. Supply a common garbage stand for subdivisions.
- m. Immediately undertake work regarding conditions that pose a threat to the health and safety of the occupants of the rental unit.
- n. Complete repairs due to construction faults unless under warranty by the contractor.
- o. Work with contractors to remedy under-warranty faults.
- p. Perform inspections of rental units after the six (6) month probation period.
- q. Invoice tenants for damage not considered normal wear and tear.

2.4 TH Housing/Property Manager

1. The TH Housing/Property Manager has the following role and responsibilities:
 - a. Manage the day-to-day operations of the TH Housing Program.
 - b. Provide secretariat support to the TH Housing Committee, including agenda preparation, recording, and distributing minutes, reporting decisions, and following up on action items.
 - c. Coordinate TH Housing Committee meetings and ensure they are conducted in a proper manner.
 - d. Ensure all housing applications are properly processed.
 - e. Ensure applicants are informed of the TH Housing Committee's decisions within fourteen (14) days of any decisions being made.
 - f. Present recommendations to the Director of Finance, Housing and Capital on behalf of the TH Housing Committee.

2.5 TH Director of Finance, Housing and Capital

- a. Consider all recommendations and suggestions from the TH Housing Committee.
- b. Monitor budgets associated with the TH Housing Program.
- c. Be accountable to TH Chief and Council for the TH Housing Program.
- d. Attend TH Housing Committee meetings when required.

2.6 Tenants

1. TH tenants have the following role and responsibilities:
 - a. Pay rent on or before the first day of each month.

- b. Ensure requests for service and maintenance, damage reports, and complaints are made to the TH Housing/Property Manager in writing.
- c. Pay a fee of twenty dollars (\$20) each time they or a visitor, guest, or family member locks themselves out of their rental unit and requires assistance.
- d. Be responsible for damage and excessive noise caused by themselves, their guests, pets, or other occupants in their living unit.
- e. Make no alterations to the rental home without prior written consent of the TH Housing/ Property Manager.
- f. Be responsible for all damages resulting from not promptly reporting a maintenance problem.
- g. Maintain the ordinary health, cleanliness, and sanitary standards of the unit.
- h. Comply with all health, fire, and police regulations of the Yukon Territory that are regulated by the Government of Yukon.
- i. Comply with all bylaws that are regulated by the Town of the City of Dawson regarding pets, yard maintenance, fire hazards, debris-free access, and noise.
- j. Pay for any costs incurred by breaching local bylaws.
- k. Immediately report to the TH Housing/Property Manager any accident, break, or defect in water, heating, or electrical systems.
- l. Ensure water bleeders are on from September 1 to May 31.
- m. Ensure garbage is placed in garbage stands and picked up if scattered.
- n. Always keep yards neat and tidy.
- o. Keep property free of scrap materials and old vehicles.
- p. Keep rental-unit balconies, exterior stairs, porches, and decks neat and tidy at all times. (These areas are not to be used as storage.)
- q. Receive prior written consent from the TH Housing Committee before subleasing or assigning the rental home to any other individual for a period of one (1) month or longer.
- r. Arrange to have their premises monitored if away for more than twenty-four (24) hours from April 1 to September 30.
- s. Pay for the repair of all damages, as applicable, outline in Section 5.1 of this manual.
- t. Arrange to have someone reside in the premises if away for more than twenty-four (24) hours from October 1 to March 31 or have an approved monitoring company check the rental unit.

- u. If hiring a monitoring company, provide the TH Housing/Property Manager with the company's inspection schedule in advance.
- v. Be responsible for the actions of people monitoring their rental unit and the repair of all damages that occur while the rental unit is unoccupied, or the tenant is absent.
- w. Inform the TH Housing Program of any occupants in the rental unit.
- x. Provide one (1) month's written notice to terminate their Tenancy Agreement to the TH Housing/Property Manager.
- y. Maintain the premises in substantially the same condition as at the commencement of their Tenancy Agreement, keep the living unit in good repair, and perform minor maintenance jobs, including the following:
 - i. Repair plugged toilets, sinks, and drains.
 - ii. Replace all light bulbs, fluorescent tubes, light shades, and globes. iii. Replace or install all weather stripping.
 - iv. Replace and tighten hinge screws and door pulls.
 - v. Replace sink- and bath-drain plugs. vi. Replace refrigerator light bulbs. vii. Replace furnace filters over and above standard filters.
 - viii. Care for lawns, shrubs, trees, and other landscaping, except in a common area.
- z. Pay the TH Housing Program for parts and services at the market rate if the TH Housing Program has to perform any of the above minor maintenance and repair jobs.

Section 3: Eligibility for Housing

3.1 Eligibility for Tr'ondëk Hwëch'in Housing

1. TH citizens 18 years or older residing in Dawson City are eligible to apply for TH rental units.
2. Allocation of TH rental units will be based on the TH Housing Program Wait List.
3. All allocations of rental units will be fair and consistent.
4. Applicants in arrears to TH for housing-related charges will be added to the waiting list but must make arrangement to payback outstanding amounts, either in full or by an agreed upon payback contract, before being considered for a rental unit.
5. If during the wait period the payback contract is breached, the applicant(s) name will be removed from the Housing Program Wait List.
6. If the applicant(s) has been allocated a rental unit and breaches the payback contract, they will be evicted with thirty (30) days' notice.
7. Emergency situations do arise. Each emergency case will be reviewed on its own merits. The TH Housing Program may be required to make an immediate decision on the situation and will inform the TH Housing Committee of their decision at the next regularly scheduled meeting.
8. The following criteria will be used by the TH Housing Committee and the TH Housing Program to set priorities in allocating living units and deciding on emergency situations:
 - a. Size of family.
 - b. Homelessness.
 - c. Urgent need for emergency accommodations.
 - d. Existing accommodation inappropriate for housing requirements.
 - e. Overcrowding.
 - f. Living with family or friends who are unable to provide proper living space.
 - g. Unstable or substandard housing circumstances.
 - h. Medical condition or disability.
 - i. Domestic violence.
 - j. Living in crisis or emergency accommodations.
 - k. Sexual assault.
 - l. Child abuse or neglect.
 - m. Threatening behaviour by one or more household members against an occupant.
 - n. Lack of essential facilities. (e.g., water, electricity, bathroom, kitchen.)
 - o. An adult or couple share a bedroom with a person over three (3) years of age.

- p. More than three (3) children share a bedroom.
 - q. More than two (2) unrelated adults share a bedroom.
9. Elders on pension income will be given preference for any vacant pre-1997, Section 95, TH rental units should they become vacant.
 10. Applicants will be subject to an inquiry into their rental or home-ownership history before their application is approved. Each case will be reviewed and treated individually.
 11. TH citizens who own a habitable home in Dawson City are not eligible for a TH rental unit or TH Housing Program Wait List.
 12. If a TH citizen residing in a TH rental unit purchases an adequate and habitable home, they no longer qualify for a TH rental unit. They must vacate the TH rental unit within one (1) month.
 13. TH citizens who own a home in another community, but whose primary residence is in Dawson City, may qualify for a TH rental unit. Their applications will be reviewed on a case by-case basis.
 14. Citizens are entitled to only one (1) rental living unit. □

Section 4: General Conditions

4.1 Payment of Rent

1. Tenants have a responsibility to pay the rent in full on or before the first day of each month at the TH Finance Office.
2. If a tenant cannot make a rental payment on time, he or she must contact the TH Finance Office prior to the first day of each month to explain his or her financial situation and work out an acceptable method of payment.
3. If any prior rental arrangements, verbal or written, are breached, the TH Finance Office will follow procedures identified in “Section 4.2, Non-Payment of Rent.”
4. If a tenant received Social Assistance for the current month’s rent, they must make arrangements with the TH Housing Program to pay any arrears. Failure to do so will result in the TH Finance Office following procedures identified in “Section 4.2, Non-Payment of Rent.”
5. The TH Housing Program operates two rental programs:
 - a. Section 95 Rental Units
 - i. Rent is based on Lower End of Market Rent (LEMR).
 - ii. The rental rate for these units follows mortgage agreements with CMHC and can either be based on monthly income or yearly income-tax information for tenants, cotenants and occupants residing in the rental unit.
 - iii. If tenants want to change the method their rent is based upon, all persons 18 years or older living in the rental unit must provide the TH Housing Program with all required information.
 - b. General
 - i. Rent is a set rate.

4.2 Non-Payment of Rent

1. If a rental payment is not made by the 7th day of the month, a reminder letter will be sent to the tenant.
2. If a rental payment is still not paid by the 14th day of the month, the tenant will be sent a second reminder letter.
3. If a rental payment is still not paid by the 21st day of the month, the tenant will be sent an eviction notice for the end of the following month by registered mail, Sheriff delivery or in person by a member of the TH Housing Program.
4. Arrangements to pay delinquent rent by payroll deduction or payback contract must be in writing.

4.3 Probation Period

1. Tenants will be on probation for the first six (6) months of occupancy in a TH rental unit.
2. Failure to comply with the *TH Housing Policy and Procedures Manual* and Tenancy Agreement will result in thirty (30) days' notice of eviction.
3. No rental arrears will be tolerated during the probationary period unless there is a valid excuse. Any rental arrears will result in immediate eviction.
4. The TH Housing Program reserves the right to inspect the unit at any time during this period with twenty-four (24) hours' written and/or verbal notice.

4.4 Tenancy Agreements

1. A new Tenancy Agreement is to be signed each fiscal year (April 1 to March 31) by tenants. The new Tenancy Agreement will list the tenant; co-tenant, if applicable; and all other occupants over the age of eighteen (18) years who reside in the rental unit.
2. In the event a Tenancy Agreement lapses before being signed, the previous year's Tenancy Agreement remains in effect.
3. The TH Housing Program has the authority to sign Tenancy Agreements on behalf of TH.
4. A copy of the Tenancy Agreement will be provided to the tenant once all required signatures are affixed.
5. Except for certain provisions specified in the Tenancy Agreement, either the landlord or the tenant can terminate the Tenancy Agreement by providing thirty (30) days' written notice.
6. The tenant shall be liable for any expense or loss incurred by the landlord due to the failure of the tenant to vacate the premises promptly at the termination of the Tenancy Agreement.
7. When a tenant or co-tenant moves out before the end of the Tenancy Agreement, the remaining tenant(s) is responsible for the Tenancy Agreement and any costs associated with upkeep of the unit, including rent.
8. Any person wanting to be added as a co-tenant or occupant on a Tenancy Agreement who have housing arrears must pay the arrears in full or have a signed payback contract before being added to the Tenancy Agreement.
9. The TH Housing Program can terminate the Tenancy Agreement with fourteen (14) days' written notice for substantial breach. The notice will state the effective date of the termination and the details of the alleged breach.

4.5 Units Built Prior to 1982

1. Only units built prior to 1982 that are occupied by Elders will be maintained. Maintenance will be limited to health and safety repairs unless outside funding has been received.
2. Upon the death of an Elder residing in a family unit built prior to 1982, the unit will be disposed of as follows:
 - a. The unit will be offered to the oldest remaining family member, who is given a reasonable amount of time to remove the unit from the lot.
 - b. If the oldest remaining family member declines the unit, the Housing Program will dispose of the unit.
 - c. In all cases, only one unit built prior to 1982 will be disposed to each family group.

4.6 Insurance

1. TH will purchase rental-unit insurance on all TH rental units.
2. Tenants are responsible for purchasing contents insurance on their personal furnishings and belongings.

4.7 Access

1. The TH Housing Program or its agents may enter a tenant's rental unit under the following conditions:
 - a. To undertake maintenance and repairs or to allow such to be made, as arranged with the tenant. In these circumstances, the TH Housing Program will give twenty-four (24) hours written and/or verbal notice to the tenant.
 - b. In an emergency, access may be gained at any time. An emergency is defined as a fire, flood, acts of God, a medical emergency involving the tenant or occupants, or a situation within the building structure which compromises the health and safety of the tenant or other occupants.
 - c. If it appears the tenant has abandoned the rental unit, the TH Housing Program can immediately enter the rental unit.
2. Neither the TH Housing Program nor the tenant may change the locks without the other party's permission, unless there is evidence the unit has been abandoned.

4.8 Inspections

1. The TH Housing Program or its agent will thoroughly inspect every TH rental unit each year. An inspection and written report will also be completed when tenants move into or out of a rental unit.
2. After yearly inspections, a work plan will be developed for the upcoming fiscal year. Health, safety, and structural repairs will receive priority. Cosmetic deficiencies will be addressed if the budget allows.
3. The TH Housing Program or its agent will provide the tenant with one (1) week's written notice of the time and date of the annual inspection.
4. Tenants will be encouraged to attend annual inspections with the TH Housing Program; however, tenants are not required to be present at inspections. The TH Housing Program will make every effort to accommodate the tenant's schedule.
5. As part of the inspection report, the TH Housing Program shall provide in writing to the tenant any repairs for which the tenant is responsible. At this time, the tenant will have the opportunity to add their written comments.

4.9 Noise

1. All rental units within municipal limits are subject to the *Town of the City of Dawson Regulation and Nuisance Bylaw #95-28, Section 21*:

“Incessant Noises: Everyone who makes or causes or allows noises or sounds in or on a highway or elsewhere in the Town of the City of Dawson which disturb or tend to disturb, the quiet peace, rest, enjoyment, comfort or convenience of the neighbourhood, or of persons in the vicinity, shall upon warning from any Bylaw Enforcement Officer cease making or causing or allowing such noises or sounds forthwith, or shall be deemed to have contravened the provisions of this bylaw.”
2. Tenants not observing noise regulations will be issued a written warning. Tenants who receive three (3) warnings in one (1) year may be evicted or asked to sign a “No Noise Contract” which will be kept on file.

4.10 Collection of Rental and Damage Arrears

1. Any money owing to the TH Housing Program after a tenant has moved out of a TH rental unit will remain on the tenant's file as an outstanding accounts receivable.

2. The TH Housing Program will first try to enter into a reasonable payback contract. Should that fail, the TH Housing Program will use a collection agency or Small Claims Court to collect the outstanding accounts receivable(s).

4.11 Abandoned Units

1. A rental unit that is unoccupied for two (2) weeks from May 1 to September 30 and twenty-four (24) hours from October 1 to April 30 will be considered abandoned if no arrangements have been made to monitor or house-sit the unit. The TH Housing Program may take possession without notice.
2. The TH Housing Program will serve the tenant with an Abandonment of Unit Notice and termination of the Tenancy Agreement.
3. The furniture and personal effects of the vacated tenant will be handled as per the *Yukon Landlord and Tenants Act*, the *TH Constitution* and the *Charter of Rights and Freedoms*.

4.12 Evictions

1. Eviction proceedings may be initiated against tenants in breach of their obligations under the Tenancy Agreement, the *TH Housing Policy and Procedures Manual*, the *Yukon Landlord and Tenant Act*, the Town of the City of Dawson bylaws, the *TH Constitution* and the *Charter of Rights and Freedoms*.
2. The TH Housing Program will contact tenants in writing to inform them of the situation and invite them to discuss a suitable remedy to the problem.
3. The tenant is expected to pay rental arrears in full. If this is not possible due to the tenant's current situation, the TH Housing Program may enter into a contract with the tenant. The contract will outline the following:
 - a. Specific time frame for the full payment of arrears.
 - b. Specify that all current rental amounts must be paid in full by the first of each month.
 - c. Any other relevant information that is agreed upon by the tenant and the TH Housing Program.
4. Should the tenant breach this contract they will be served with a thirty (30) day eviction notice.
5. If a tenant fails to meet the TH Housing Program's requirements, the tenant will be asked to appear before the TH Housing Committee. This meeting will allow the tenant an opportunity to explain his or her situation.

6. If the TH Housing Committee is satisfied the tenant is able and willing to correct the problem, the TH Housing Committee may establish conditions under which the problem may be rectified and may specify further actions to be taken if any of the conditions are not met. These conditions and actions shall be put in writing and signed by the tenant.
7. Where a tenant has not made any arrangements to correct the problem, the tenant will automatically be served with a written notice to terminate the Tenancy Agreement. A notice to terminate the Tenancy Agreement will be sent by registered mail or hand delivered to the tenant by a member of the TH Housing Program. The notice will be signed by a representative of the TH Housing Program and include the following information:
 - a. the premises in respect of which the notice is given.
 - b. Reasons for the eviction.
 - c. The date on which the tenancy is to terminate.
8. The written notice to terminate the Tenancy Agreement will allow the tenant thirty (30) days to vacate the rental unit. If the tenant does not vacate at the end of thirty (30) days, the TH Housing Program will go to the courts to have the tenant removed and recover any monies owed. The tenant is responsible for rent during this notice.

4.13 Pets

1. All rental units within municipal limits are subject to the *Town of the City of Dawson Protection and Control of Animals and the Prevention of the Spread of Animal Diseases in the City of Dawson Bylaw #98-12*.
2. All tenants, whether in a single residence or apartment, are responsible for keeping pet areas free of pet waste and damage. Tenants that leave behind pet waste or damage upon vacating a rental unit will be invoiced for cleanup costs.
3. If a tenant is moving to another rental unit, any cleaning or repairs and maintenance beyond the normal wear and tear in the unit being vacated caused by pets will be the responsibility of the departing tenant.
4. Tenants not observing the pet regulations will be issued a written warning. Tenants who receive three (3) warnings in a one (1) year period may be evicted and will be responsible for any applicable bylaw fines or fees.

4.14 Zoning

1. In the absence of TH laws and bylaws respecting land use and zoning within Dawson City municipal boundaries, the Town of the City of Dawson Zoning bylaws apply to all properties on which TH rental units are built.

4.15 Adequate Housing

1. The following is considered adequate housing:
 - a. One bedroom per adult.
 - b. One bedroom per couple.
 - c. One bedroom for children of different genders aged six (6) years or older.
2. Tenants residing in a rental unit with bedrooms that exceed the above guidelines will be considered over housed. Alternately, tenants residing in a rental unit that does not meet the above guidelines will be considered under housed.
3. The TH Housing Program reserves the right to relocate over-housed and under-housed tenants in all circumstances. In both cases, the TH Housing Program will reallocate tenants to a suitable unit upon availability and with one (1) month's written notice.

4.16 Discrimination

1. Discrimination will be handled as per the *Canadian Charter of Rights and Freedoms Section 15*:

“15. (1) Every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and, in particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

“15. (2) The above subsection does not preclude any law, program, or activity that has as its object the amelioration of conditions of disadvantaged individuals or groups including those that are disadvantaged because of race, national, or ethnic origin, colour, religion, sex, age or mental or physical disability.”

Section 5: Damage and Upkeep

5.1 Damages

1. The landlord and his or her agent may, with 24 hours written or verbal notice, enter a rental unit to examine its condition. Any repairs necessary that are not the result of normal wear and tear will be the responsibility of the tenant.
2. If damages pose a health or safety threat and the tenants refuse to make repairs, the landlord will have the repairs made and invoice the tenant for costs. Repair costs will be due and payable with the next rental payment. The TH Housing Program may choose to take the tenant to small claims court if the tenant fails to pay. The tenant can make arrangements and enter into a payment plan with the TH Housing Program. Failure to do so may result in an eviction notice.
3. All instances of damages are recorded in tenants' files and remain on record.
4. Tenants must report all damages by vandals to the RCMP and the TH Housing/Property Manager. If the police investigation reveals vandalism as the cause of damage, the TH Housing Program will make the repairs and assume the cost of repairing the damage.
5. Tenants are not responsible for damages caused by accidental fire, flood, or acts of God.

5.2 Maintenance Standards

1. Repairs and maintenance must meet applicable trade standards of the *National Building Code of Canada*.
2. If work is to be completed by a contractor, the contractor must obtain all required permits. Copies of any required Yukon Government building permits and City of Dawson development permits must be forwarded to the TH Housing/Property Manager before work can commence.
3. A final inspection report by the local building inspector must be obtained upon completion of work and a copy filed with the TH Housing/Property Manager.

5.3 Home and Yard Improvements

1. Landscaping, exterior painting and the construction of decks and sheds may be carried out by the tenant provided the tenant has informed the TH Housing/Property Manager in writing. The TH Housing/Property Manager will review all written requests and provide the tenant, in writing, his or her decision regarding the request. Before any work can commence, the tenant must have written approval and sign all required paperwork with the TH Housing/Property Manager and provide copies of any required Yukon Government building permits and City of Dawson development permits. The job will be inspected from time to time during construction by the TH Housing Program.

2. Structural alterations and home improvements shall not be made without first obtaining written permission from the TH Housing/Property Manager.
3. Tenants wishing to paint their rental-unit interior must have prior written permission from the TH Housing/Property Manager and sign all required paperwork before any work can commence.
4. Tenants wishing to improve the rental unit they occupy will do so at their own expense. Tenants shall not be reimbursed for voluntary improvements, including additions and fences.
5. All necessary building permits for voluntary improvements will be obtained by the tenant. Copies of the permits must be provided to the TH Housing/Property Manager.
6. Tenants may remove additions, fences, and any other improvements which they installed upon vacating the premises, provided that such improvements were done entirely at the tenant's expense and the rental unit is left in the same condition it was in when they took possession.
7. All structural improvements performed by tenants must meet applicable trade standards of the *National Building Code of Canada*.

Section 6: Changes in Living Situations

6.1 Deaths

1. If a deceased tenant is a TH citizen and his or her spouse is a TH citizen, the surviving spouse can reassign the Tenancy Agreement to his or her name.
2. The TH Housing Committee reserves the right to relocate a surviving spouse to another rental unit, especially in the case of over housing.
3. If a deceased tenant is a TH citizen and his or her surviving spouse is not a TH citizen, the surviving spouse will be given six (6) months to vacate the unit.
4. In the case of a death with no surviving spouse or any other co-tenant in the rental unit, the deceased tenant's family will be given one (1) month to vacate the rental unit. Rent will be waived for the one (1) month period; however, the family will be responsible for any utility charges except heating fuel incurred during this period.

6.2 Tenants moving between living units

1. Tenants will only be eligible to move from one unit to another if their current unit has been maintained in good repair and their rent payments are current.
2. Tenants must provide the TH Housing Committee with a valid reason for the move. Each case will be reviewed individually, and the TH Housing Committee will inform the tenant in writing of any decision.
3. No reasonable request to move from one rental unit to another will be denied.
4. Tenants will not be eligible to move from one rental unit to another if their current unit is adequate and there is no valid reason to move.

Section 7: Guests, House-Sitting, and Subleasing

7.1 Guests

1. A Guest is any person not listed on the tenant's profile or Tenancy Agreement who are living with a tenant for no longer than a three (3) week period. Guests can be residing with the tenant in the unit or camped in a mobile living accommodation on the property.
2. If the guest residing in the rental unit remains past the three (3) week period, the tenant must notify the TH Housing/Property Manager, in writing, of the guest's intended length of stay.
3. If the guest camped in a mobile living accommodation on the property remains past three (3) weeks, the *Town of the City of Dawson Bylaw #09-03 Zoning and Heritage Management* will apply.
4. The tenant is responsible for any noise, damage, or other problems caused by their guest.

7.2 House-Sitting and Rental-Unit Monitoring

1. Tenants must have someone monitor their rental unit if they are away for more than twenty-four (24) hours.
2. If the tenant is away for less than one (1) month, he or she can arrange for a house-sitter to live in the rental unit. House-sitting arrangements must not exceed one (1) month. Housesitting arrangements that extend past one (1) month will be considered a sublease.
3. All house-sitters must be eighteen (18) years of age or older and approved by the TH Housing/ Property Manager.
4. If the tenant is away for less than one (1) month and chooses not to arrange for a house-sitter, the tenant must have an approved monitoring company or individual check the rental unit in his or her absence. In all cases, the monitoring inspection schedule must be provided to and approved by the TH Housing/Property Manager in advance.
5. Tenants are responsible for the actions of the house-sitter or person or company monitoring their rental unit in their absence.
6. It is the tenant's responsibility to have a written agreement with the house-sitter regarding early return.
7. If the tenant is away for more than one (1) month, he or she must either vacate or sublease his or her rental unit.

7.3 Interim Agreements

1. House-sitting situations that extend past one (1) month will be considered an Interim Agreement.
2. All Interim Agreements must be approved in writing by the TH Housing Committee.

3. Interim Agreement requests must be received in writing by the TH Housing Committee at least one month prior to the date the original tenant intends to vacate the rental unit. The written request must contain the following:
 - a. When the original tenant is leaving and returning.
 - b. Length of time they will be absent from the unit.
 - c. A list of all individuals occupying the rental unit during the original tenant's absence.
 - d. Reason for Interim Agreement request.
4. Interim Agreements can be approved for up to one (1) year by the TH Housing Committee and will be considered for the following reasons:
 - a. Education Leave.
 - b. Employment.
 - c. Medical leave.
 - d. Incarceration.
 - e. Other reason as approved on a case-by-case basis. Documentation is required for the above reasons.
5. Every four (4) months the TH Housing/Property Manager will contact the original tenant to obtain documentation that ensures the validity of the approved leave. If the original tenant fails to validate the leave, then the Interim Agreement shall be void and the original tenant must return to the rental unit within two (2) weeks. If the tenant fails to return to the rental unit in two (2) weeks, the rental unit will be considered abandoned.
6. All Interim Agreement tenants must be eighteen (18) years of age or older and have no prior negative rental history with the TH Housing Program.
7. The interim tenant is responsible for having the unit clean and in good repair prior to the return of the original tenant.
8. The TH Housing Program will not renovate the rental unit when the interim tenant leaves and the original tenant returns.
9. The TH Housing Program will perform an inspection of the rental unit when the interim tenant moves in and again when they move out.
10. Any person who owns his or her own habitable living unit will not be eligible as an interim tenant in TH Housing.

11. Rental rates will be based on the household income of the interim tenant during the period of the Interim Agreement.
12. In the event that at the end of the sublease period the original tenant chooses not to return to his or her unit, the interim tenant, if they are a TH citizen or on the TH Housing Program Wait List, can apply to take over that unit as the new tenant. In order to qualify, he or she must have paid all rents due during the term of the Interim Agreement and be eligible for TH Housing under Section 3.1, “Eligibility for TH Housing,” of this manual.
13. No TH citizen shall be allowed to be an interim tenant if they have rental arrears, unless the following criteria are met:
 - a. The tenant has previously entered into or chooses to enter into a formal written payback contract with the TH Housing Program. Breach of the payback contract will result in further action being taken as laid out in the payback contract, the TH Housing Policy, and the Tenancy Agreement.
 - b. All rental arrears are paid in full.
14. The interim tenant is responsible for any noise, damage, or other problems caused during the period of the Interim Agreement.
15. It is the responsibility of TH Housing and the original tenant to have a written agreement with the interim agreement regarding early return from their approved leave.

Section 8: Appeals

8.1 Appeals of TH Housing Committee Decisions

1. Housing applicants and tenants have the right to appeal decisions of the TH Housing Committee. The appeal procedure will be strictly adhered to and is as follows:
 - a. Appellants must provide a written notice of appeal that details reasons for the appeal and where the TH Housing Committee or TH Housing Program erred and did not follow standard procedures. The appeal should also suggest a resolution to the issue.
 - b. Appeals must be received by the TH Housing/Property Manager no later than 14 days from the date the appellants were notified of the committee's decision.
 - c. Chief and Council will select a body of three (3) neutral individuals to sit as an Appeal Board for the purposes of hearing the appeal.
 - d. Appellants will be notified of an appeal-hearing date. Should the appellant not attend the appeal hearing for whatever reason, the Appeal Board will make a decision based on the information provided.
 - e. When possible, all appeal hearings will be held within fourteen (14) days of receiving the appeal.
 - f. The Appeal Board will inform the appellant of their decision within seven (7) days of the appeal hearing.
 - g. All decisions of the Appeal Board are final.



PASS

Tr'ondëk Hwëch'in Council

Resolution 2016-07-07-02

INTERIM HOUSING LEASE AGREEMENT FOR EDUCATION, MEDICAL, EMPLOYMENT OR INCARCERATION VACANCIES

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing units may pursue further education opportunities away from Dawson City area; and wish to return to their housing units at the end of their studies.

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing units may be absent for prolonged periods of time; and wish to return to their housing units when their Health allows.

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing unit may pursue employment away from Dawson City area; and wish to return to their housing units once there is employment in Dawson.

WHEREAS:

Tr'ondëk Hwëch'in citizens that may be incarcerated outside of Dawson City and will be returning to their housing units once they return to Dawson City.

THEREFORE BE IT RESOLVED THAT:

Amend the housing policy to include an Interim Lease Agreement for citizens leaving Dawson City for education opportunities, medical reasons, employment elsewhere or incarceration.

MOVED BY: Councillor Peterson

SECONDED BY: Councillor Bullen

PASSED BY: consensus

DATED: July 7, 2016


TH Chief Roberta Joseph



PASS

Tr'ondëk Hwëch'in Council
Resolution 04-26-12-02

AMENDMENT TO HOUSING POLICY AND PROCEDURES MANUAL

WHEREAS:

Chief and Council have passed the new Housing Policy and Procedures Manual by resolution #04-12-12-01 on April 12, 2012; and

WHEREAS:

Resolution #03-29-12-05 passed March 29, 2012 appoints seven members to the Housing Committee.

WHEREAS:

The Housing Policy and Procedures Manual states the Housing Committees shall consist of a five (5) members.

THEREFORE BE IT RESOLVED THAT:

Council amends the Housing Policy and Procedures Manual to increase the number of members of the Housing Committee to seven (7).

BE IT FURTHER RESOLVED THAT:

Housing and Communications staff will draft a new Terms of Reference for the Housing Committee.

April 26, 2012
Dated

Eddie Taylor
Moved by

Steve Taylor
Seconded by

✓
Consensus

Molly Shore
Recorded by

Clara Van Bibber
Chair

Molly Shore
Minute Taker



PASS

Tr'ondëk Hwëch'in Council

Resolution 2016-07-07-02

INTERIM HOUSING LEASE AGREEMENT FOR EDUCATION, MEDICAL, EMPLOYMENT OR INCARCERATION VACANCIES

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing units may pursue further education opportunities away from Dawson City area; and wish to return to their housing units at the end of their studies.

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing units may be absent for prolonged periods of time; and wish to return to their housing units when their Health allows.

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing unit may pursue employment away from Dawson City area; and wish to return to their housing units once there is employment in Dawson.

WHEREAS:

Tr'ondëk Hwëch'in citizens that may be incarcerated outside of Dawson City and will be returning to their housing units once they return to Dawson City.

THEREFORE BE IT RESOLVED THAT:

Amend the housing policy to include an Interim Lease Agreement for citizens leaving Dawson City for education opportunities, medical reasons, employment elsewhere or incarceration.

MOVED BY: Councillor Peterson

SECONDED BY: Councillor Bullen

PASSED BY: consensus

DATED: July 7, 2016


TH Chief Roberta Joseph



PASS

Tr'ondëk Hwëch'in Council

Resolution 2024-07-18-04

AMENDMENTS TO THE HOUSING POLICY

WHEREAS amendments are required to the Tr'ondëk Hwëch'in *Housing Policy* to remove the membership and quorum requirements and add them to the TH Housing Committee Terms of reference; and

WHEREAS section 2.2 of the Housing Policy related to TH Housing Committee duties has been amended to align with the Governance Act; and

WHEREAS Tr'ondëk Hwëch'in (TH) Council approval is required to all for amendments to the TH Regulations, and policies.

THEREFORE BE IT RESOLVED THAT Council approves the first reading of the proposed amendments to the *Tr'ondëk Housing Policy* as attached.

BE IT FURTHER RESOLVED THAT the proposed amendments to the Tr'ondëk Hwëch'in *Housing Policy* will come back to Council at a subsequent meeting for final approval.

MOVED BY: Councillor Kylie Van Every

SECONDED BY: Councillor Kyrie Nagano

PASSED BY: Consensus

DATED: July 18, 2024

Deputy Chief Erin McQuaig

Tr'ondëk Hwëch'in Housing Policy

JULY 2016

With proposed Amendments

Document changes:
<u>Insertion</u>
Deletion

Housing Policy Revision History

Council Resolution Number	Date	Comments
CR-2016-07-07-02	July 7, 2016	Interim Housing Lease Agreement for Education, Medical, Employment or Incarceration Vacancies
CR-2012-04-12-01	April 12, 2012	TH Housing Policy and Procedures Manual
CR 2012-04-26-02	April 26, 2012	Amendment to Housing Policy and Procedures Manual
CR-2016-07-07-02	July 7, 2016	Amendment to include Interim Lease Agreement for citizens leaving Dawson City for education, medical employment, and incarceration reasons.

Table of Contents

Section 1: Introduction

1.1 Purpose of the <i>Tr'ondëk Hwëch'in Housing Policy</i>	5
1.2 Abbreviations	5
1.3 Definitions	5
1.4 Policy Statement	7

Section 2: Roles and Responsibilities

2.1 TH Council	9
2.2 TH Housing Committee	9
2.3 TH Housing Program	10
2.4 TH Housing/Property Manager	11
2.5 TH Director of Finance, Housing and Capital	11
2.6 Tenants	12

Section 3: Eligibility for Housing

3.1 Eligibility for <i>Tr'ondëk Hwëch'in Housing</i>	15
--	----

Section 4: General Conditions

4.1 Payment of Rent	18
4.2 Non-Payment of Rent	18
4.3 Probation Period	19
4.4 Tenancy Agreements	19
4.5 Units Built Prior to 1982	20
4.6 Insurance	20
4.7 Access	20
4.8 Inspections	21
4.9 Noise	21

4.10 Collection of Rental and Damage Arrears	22
4.11 Abandoned Units	22
4.12 Evictions	22
4.13 Pets	23
4.14 Zoning	24
4.15 Adequate Housing	
4.16 Discrimination	24
Section 5: Damage and Upkeep House-sitting, Subletting and Guests	
5.1 Damages	26
5.2 Maintenance Standards	26
5.3 Home and Yard Improvements	27
Section 6: Changes in Living Situations	
6.1 Deaths	29
6.2 Tenants Moving Between Units	29
Section 7: House-Sitting, Subleasing, and Guests	
7.1 Guests	31
7.2 House-Sitting and Rental-Unit Monitoring	31
7.2 Interim Agreements	32
Section 8: Appeals	
8.1 Appeals of TH Housing Committee Decisions	35

Section 1: Introduction

1.1 Purpose of the *Tr'ondëk Hwëch'in Housing Policy*

The purpose of the *Tr'ondëk Hwëch'in Housing Policy* is to consolidate all aspects of housing related matters, policies, and procedures into one reference document.

1.2 Abbreviations

CMHC – Canada Mortgage and Housing Corporation

DIA – Department of Indian Affairs

TH – Tr'ondëk Hwëch'in

1.3 Definitions

Agent – The person(s) who carry out the day-to-day operations of the TH Housing Program.

Appeal Board – Three (3) neutral individuals appointed by Chief and Council to hear appeals of decisions.

Chief and Council – Persons elected to the position of Chief or Councillor, pursuant to the *TH Constitution*.

Citizen – A person whose name appears on the TH Citizenship List.

CMHC Guidelines – Regulations and procedures which must be followed to fulfill obligations under CMHC Housing programs.

Co-tenant – Two or more people living in the same house who hold a Tenancy Agreement with the landlord and share the same rights and obligations as an individual tenant.

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

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

Family Member – A person's extended family, including immediate family members, parents, in-laws, grandparents, uncles, aunts, first cousins, nephews, nieces, and siblings.

Guest – Any person not listed on the tenant's profile or Tenancy Agreement who are living with a tenant for no longer than a three (3) week period.

Immediate Family Member – An employee's spouse, common-law or same-sex partner and children.

Landlord – The property owner who has authority to rent units.

Lower End of Market Rent – The maximum rent a tenant who is living in a TH Section 95 rental unit will pay.

Occupant – A person 18 years or older who resides in a Rental Unit but does not have the rights and obligations of a tenant under a Tenancy Agreement.

Over housed – A rental situation as outlined in Section 4.15, “Adequate Housing,” of this manual.

~~**Quorum** – Five (5) members of the TH Housing Committee.~~

Rental Unit – Rental properties managed by the TH Housing Program.

Substantial Breach – Failure of tenants to meet their obligations under the *Yukon Landlord and Tenant Act* or if they commit a series of breaches under their tenancy agreement, including, but not limited to, wilful or negligent conduct; wilful or negligent conduct by persons permitted by the tenant to enter the premises, common areas, or property; failure to maintain the premises in a reasonably clean condition; illegal acts, trade, business, or occupation in the premises; and nonpayment of rent.

Tenancy Agreement – A written agreement between tenant(s) and landlord for possession of a residential rental premises.

Tenant – The person who holds the Tenancy Agreement with the landlord.

~~**TH Housing Committee** – A committee consisting of one (1) TH Elder, one (1) TH youth, five (5) TH citizens, and the Ex-officio Council Member.~~

TH Housing Program – The persons who carry out the day-to-day operations and administer all TH rental and non-rent-bearing pre-1982 units, including the Director of Finance, Housing, and Capital; the Housing/Property Manager; the Maintenance Manager; and all other TH Housing staff.

TH Housing Program Wait List – A list of citizens who require housing, which includes unit requirements and reasons for needing a unit.

TH Housing Rental Program – All rental programs and units operated by the TH Housing Program.

Under housed – A rental situation as outlined in Section 4.15, “Adequate Housing,” of this manual.

Youth – All TH citizens between the age of fifteen (15) and twenty-five (25) years of age.

1.4 Policy Statement

1. TH will administer a housing program that accomplishes the following:
 - a. Treats every citizen equally without discrimination based on ethnic origin, colour, religion, sex, age, or mental or physical disability.
 - b. Provides adequate and affordable rental housing for TH citizens 18 years of age or older within the limits of the Town of the City of Dawson.
 - c. Provides operational guidelines for all TH-owned units.
 - d. Specifies responsibilities and lines of authority for Chief and Council, the TH Housing Committee, the TH Housing Program, and tenants.
 - e. Enables the TH Housing Committee and TH Housing Program to make consistent decisions regarding tenants' issues and concerns.
 - f. Works with tenants to encourage participation in the maintenance and operation of their rental unit.
 - g. Develops a productive and cost-effective maintenance program.
 - h. Ensures the ongoing financial viability of the TH Housing Rental Program. □

Section 2: Roles and Responsibilities

2.1 TH Council

1. TH Council has the following role and responsibilities:
 - a. Approve the *TH Housing Policy* and any revisions or amendments.
 - b. Approve the Terms of Reference for the TH Housing Committee.
 - c. Provide advice and recommendations to the TH Housing Program and TH Housing Committee.
 - d. Appoint individual members of the TH Housing Committee ~~for terms of two (2) years from the date of appointment~~.
 - e. Select a body of three (3) neutral individuals to sit as an Appeal Board for the purposes of hearing appeals.

Commented [ED1]: Terms have been moved to Housing Committee TOR pursuant to part 5 of the Governance Act

2.2 TH Housing Committee

1. The TH Housing Committee has the following role and responsibilities:
 - a. Meet twice monthly or as needed to discuss items presented by the TH Housing Program.
 - b. Fulfill their mandate and carry out the duties and responsibilities delegated to them by Council, as set out in the Housing Committee Terms of Reference.
 - c. Adhere to the code of conduct and conflict of interest provisions set out in the *Tr'ondëk Hwëch'in Governance Act*.
 - d. ~~Work with the TH Housing Program to ensure that the landlord and tenant's rights and responsibilities, as outlined in the Tenancy Agreement, are administered fairly and consistently.~~
 - e. ~~Hear and decide on housing issues in accordance with the terms of the *TH Housing Policy*, Tenancy Agreements, the Yukon's *Landlord and Tenant Act*, the *TH Constitution*, and the *Charter of Rights and Freedoms*.~~
 - f. ~~Address each housing issue under review in a fair and unbiased manner.~~
 - g. ~~Review and decide upon housing applications.~~
 - h. ~~Allocate all vacant rental units as per the TH Housing Wait List and eligibility criteria.~~
 - i. ~~Review and decide upon sub-lessees for absences longer than one (1) month.~~
 - j. ~~Attend meetings on a regular basis.~~
 - k. ~~Declare a conflict of interest and excuse him or herself from discussions or decisions affecting family members.~~

Commented [ED2]: All duties, responsibilities and delegated authorities have been moved to the Housing Committee TOR pursuant to part 5 of the Governance Act

1. ~~Vote, when appropriate, on matters presented to them.~~

2.3 TH Housing Program

1. The TH Housing Program has the following role and responsibilities:
 - a. Hold a renters' information session once a year.
 - b. Keep all tenant files confidential.
 - c. Administer the TH Housing Rental Program in a fair and viable manner following CMHC guidelines, the *TH Housing Policy*, the *Yukon Landlord and Tenants Act*, the *TH Constitution*, TH cultural values, and the *Charter of Rights and Freedoms*.
 - d. Review and decide upon house-sitters for absences less than one (1) month.
 - e. Inform the TH Housing Committee, in writing, of any eviction decisions at the next regularly scheduled committee meeting.
 - f. Review the *TH Housing Policy* and the Tenancy Agreements, and submit any revisions, excluding clerical errors, to TH Chief and Council for approval.
 - g. Maintain all rental units in a good state of repair and fit for habitation during the period of tenancy and comply with health and safety standards.
 - h. Make emergency decisions on housing issues and inform the TH Housing Committee, in writing, by the next regularly scheduled committee meeting.
 - i. Declare a conflict of interest and excuse him or herself from discussions or decisions affecting family members.
 - j. Perform all major repairs and replacements arising from normal wear and tear on the following:
 - i. Flooring and carpeting.
 - ii. Refrigerators and ranges.
 - iii. Roofing.
 - iv. Hot water tanks.
 - v. Furnaces.
 - vi. Plumbing.
 - k. Perform standard maintenance on rental units, including the following:
 - i. Levelling of the rental unit.
 - ii. Standard annual servicing of furnaces and chimneys.
 - iii. Annual inspection of fire extinguishers.
 - iv. Major plumbing repairs.
 - v. Other work approved by the TH Housing Program.

- l. Supply a common garbage stand for subdivisions.
- m. Immediately undertake work regarding conditions that pose a threat to the health and safety of the occupants of the rental unit.
- n. Complete repairs due to construction faults unless under warranty by the contractor.
- o. Work with contractors to remedy under-warranty faults.
- p. Perform inspections of rental units after the six (6) month probation period.
- q. Invoice tenants for damage not considered normal wear and tear.

2.4 TH Housing/Property Manager

1. The TH Housing/Property Manager has the following role and responsibilities:
 - a. Manage the day-to-day operations of the TH Housing Program.
 - b. Provide secretariat support to the TH Housing Committee, including agenda preparation, recording, and distributing minutes, reporting decisions, and following up on action items.
 - c. Coordinate TH Housing Committee meetings and ensure they are conducted in a proper manner.
 - d. Ensure all housing applications are properly processed.
 - e. Ensure applicants are informed of the TH Housing Committee's decisions within fourteen (14) days of any decisions being made.
 - f. Present recommendations to the Director of Finance, Housing and Capital on behalf of the TH Housing Committee.

2.5 TH Director of Finance, Housing and Capital

- a. Consider all recommendations and suggestions from the TH Housing Committee.
- b. Monitor budgets associated with the TH Housing Program.
- c. Be accountable to TH Chief and Council for the TH Housing Program.
- d. Attend TH Housing Committee meetings when required.

2.6 Tenants

1. TH tenants have the following role and responsibilities:
 - a. Pay rent on or before the first day of each month.

- b. Ensure requests for service and maintenance, damage reports, and complaints are made to the TH Housing/Property Manager in writing.
- c. Pay a fee of twenty dollars (\$20) each time they or a visitor, guest, or family member locks themselves out of their rental unit and requires assistance.
- d. Be responsible for damage and excessive noise caused by themselves, their guests, pets, or other occupants in their living unit.
- e. Make no alterations to the rental home without prior written consent of the TH Housing/ Property Manager.
- f. Be responsible for all damages resulting from not promptly reporting a maintenance problem.
- g. Maintain the ordinary health, cleanliness, and sanitary standards of the unit.
- h. Comply with all health, fire, and police regulations of the Yukon Territory that are regulated by the Government of Yukon.
- i. Comply with all bylaws that are regulated by the Town of the City of Dawson regarding pets, yard maintenance, fire hazards, debris-free access, and noise.
- j. Pay for any costs incurred by breaching local bylaws.
- k. Immediately report to the TH Housing/Property Manager any accident, break, or defect in water, heating, or electrical systems.
- l. Ensure water bleeders are on from September 1 to May 31.
- m. Ensure garbage is placed in garbage stands and picked up if scattered.
- n. Always keep yards neat and tidy.
- o. Keep property free of scrap materials and old vehicles.
- p. Keep rental-unit balconies, exterior stairs, porches, and decks neat and tidy at all times. (These areas are not to be used as storage.)
- q. Receive prior written consent from the TH Housing Committee before subleasing or assigning the rental home to any other individual for a period of one (1) month or longer.
- r. Arrange to have their premises monitored if away for more than twenty-four (24) hours from April 1 to September 30.
- s. Pay for the repair of all damages, as applicable, outline in Section 5.1 of this manual.
- t. Arrange to have someone reside in the premises if away for more than twenty-four (24) hours from October 1 to March 31 or have an approved monitoring company check the rental unit.

- u. If hiring a monitoring company, provide the TH Housing/Property Manager with the company's inspection schedule in advance.
- v. Be responsible for the actions of people monitoring their rental unit and the repair of all damages that occur while the rental unit is unoccupied, or the tenant is absent.
- w. Inform the TH Housing Program of any occupants in the rental unit.
- x. Provide one (1) month's written notice to terminate their Tenancy Agreement to the TH Housing/Property Manager.
- y. Maintain the premises in substantially the same condition as at the commencement of their Tenancy Agreement, keep the living unit in good repair, and perform minor maintenance jobs, including the following:
 - i. Repair plugged toilets, sinks, and drains.
 - ii. Replace all light bulbs, fluorescent tubes, light shades, and globes. iii. Replace or install all weather stripping.
 - iv. Replace and tighten hinge screws and door pulls.
 - v. Replace sink- and bath-drain plugs. vi. Replace refrigerator light bulbs. vii. Replace furnace filters over and above standard filters.
 - viii. Care for lawns, shrubs, trees, and other landscaping, except in a common area.
- z. Pay the TH Housing Program for parts and services at the market rate if the TH Housing Program has to perform any of the above minor maintenance and repair jobs.

Section 3: Eligibility for Housing

3.1 Eligibility for Tr'ondëk Hwëch'in Housing

1. TH citizens 18 years or older residing in Dawson City are eligible to apply for TH rental units.
2. Allocation of TH rental units will be based on the TH Housing Program Wait List.
3. All allocations of rental units will be fair and consistent.
4. Applicants in arrears to TH for housing-related charges will be added to the waiting list but must make arrangement to payback outstanding amounts, either in full or by an agreed upon payback contract, before being considered for a rental unit.
5. If during the wait period the payback contract is breached, the applicant(s) name will be removed from the Housing Program Wait List.
6. If the applicant(s) has been allocated a rental unit and breaches the payback contract, they will be evicted with thirty (30) days' notice.
7. Emergency situations do arise. Each emergency case will be reviewed on its own merits. The TH Housing Program may be required to make an immediate decision on the situation and will inform the TH Housing Committee of their decision at the next regularly scheduled meeting.
8. The following criteria will be used by the TH Housing Committee and the TH Housing Program to set priorities in allocating living units and deciding on emergency situations:
 - a. Size of family.
 - b. Homelessness.
 - c. Urgent need for emergency accommodations.
 - d. Existing accommodation inappropriate for housing requirements.
 - e. Overcrowding.
 - f. Living with family or friends who are unable to provide proper living space.
 - g. Unstable or substandard housing circumstances.
 - h. Medical condition or disability.
 - i. Domestic violence.
 - j. Living in crisis or emergency accommodations.
 - k. Sexual assault.
 - l. Child abuse or neglect.
 - m. Threatening behaviour by one or more household members against an occupant.
 - n. Lack of essential facilities. (e.g., water, electricity, bathroom, kitchen.)
 - o. An adult or couple share a bedroom with a person over three (3) years of age.

- p. More than three (3) children share a bedroom.
 - q. More than two (2) unrelated adults share a bedroom.
9. Elders on pension income will be given preference for any vacant pre-1997, Section 95, TH rental units should they become vacant.
 10. Applicants will be subject to an inquiry into their rental or home-ownership history before their application is approved. Each case will be reviewed and treated individually.
 11. TH citizens who own a habitable home in Dawson City are not eligible for a TH rental unit or TH Housing Program Wait List.
 12. If a TH citizen residing in a TH rental unit purchases an adequate and habitable home, they no longer qualify for a TH rental unit. They must vacate the TH rental unit within one (1) month.
 13. TH citizens who own a home in another community, but whose primary residence is in Dawson City, may qualify for a TH rental unit. Their applications will be reviewed on a case by-case basis.
 14. Citizens are entitled to only one (1) rental living unit. □

Section 4: General Conditions

4.1 Payment of Rent

1. Tenants have a responsibility to pay the rent in full on or before the first day of each month at the TH Finance Office.
2. If a tenant cannot make a rental payment on time, he or she must contact the TH Finance Office prior to the first day of each month to explain his or her financial situation and work out an acceptable method of payment.
3. If any prior rental arrangements, verbal or written, are breached, the TH Finance Office will follow procedures identified in “Section 4.2, Non-Payment of Rent.”
4. If a tenant received Social Assistance for the current month’s rent, they must make arrangements with the TH Housing Program to pay any arrears. Failure to do so will result in the TH Finance Office following procedures identified in “Section 4.2, Non-Payment of Rent.”
5. The TH Housing Program operates two rental programs:
 - a. Section 95 Rental Units
 - i. Rent is based on Lower End of Market Rent (LEMR).
 - ii. The rental rate for these units follows mortgage agreements with CMHC and can either be based on monthly income or yearly income-tax information for tenants, cotenants and occupants residing in the rental unit.
 - iii. If tenants want to change the method their rent is based upon, all persons 18 years or older living in the rental unit must provide the TH Housing Program with all required information.
 - b. General
 - i. Rent is a set rate.

4.2 Non-Payment of Rent

1. If a rental payment is not made by the 7th day of the month, a reminder letter will be sent to the tenant.
2. If a rental payment is still not paid by the 14th day of the month, the tenant will be sent a second reminder letter.
3. If a rental payment is still not paid by the 21st day of the month, the tenant will be sent an eviction notice for the end of the following month by registered mail, Sheriff delivery or in person by a member of the TH Housing Program.
4. Arrangements to pay delinquent rent by payroll deduction or payback contract must be in writing.

4.3 Probation Period

1. Tenants will be on probation for the first six (6) months of occupancy in a TH rental unit.
2. Failure to comply with the *TH Housing Policy and Procedures Manual* and Tenancy Agreement will result in thirty (30) days' notice of eviction.
3. No rental arrears will be tolerated during the probationary period unless there is a valid excuse. Any rental arrears will result in immediate eviction.
4. The TH Housing Program reserves the right to inspect the unit at any time during this period with twenty-four (24) hours' written and/or verbal notice.

4.4 Tenancy Agreements

1. A new Tenancy Agreement is to be signed each fiscal year (April 1 to March 31) by tenants. The new Tenancy Agreement will list the tenant; co-tenant, if applicable; and all other occupants over the age of eighteen (18) years who reside in the rental unit.
2. In the event a Tenancy Agreement lapses before being signed, the previous year's Tenancy Agreement remains in effect.
3. The TH Housing Program has the authority to sign Tenancy Agreements on behalf of TH.
4. A copy of the Tenancy Agreement will be provided to the tenant once all required signatures are affixed.
5. Except for certain provisions specified in the Tenancy Agreement, either the landlord or the tenant can terminate the Tenancy Agreement by providing thirty (30) days' written notice.
6. The tenant shall be liable for any expense or loss incurred by the landlord due to the failure of the tenant to vacate the premises promptly at the termination of the Tenancy Agreement.
7. When a tenant or co-tenant moves out before the end of the Tenancy Agreement, the remaining tenant(s) is responsible for the Tenancy Agreement and any costs associated with upkeep of the unit, including rent.
8. Any person wanting to be added as a co-tenant or occupant on a Tenancy Agreement who have housing arrears must pay the arrears in full or have a signed payback contract before being added to the Tenancy Agreement.
9. The TH Housing Program can terminate the Tenancy Agreement with fourteen (14) days' written notice for substantial breach. The notice will state the effective date of the termination and the details of the alleged breach.

4.5 Units Built Prior to 1982

1. Only units built prior to 1982 that are occupied by Elders will be maintained. Maintenance will be limited to health and safety repairs unless outside funding has been received.
2. Upon the death of an Elder residing in a family unit built prior to 1982, the unit will be disposed of as follows:
 - a. The unit will be offered to the oldest remaining family member, who is given a reasonable amount of time to remove the unit from the lot.
 - b. If the oldest remaining family member declines the unit, the Housing Program will dispose of the unit.
 - c. In all cases, only one unit built prior to 1982 will be disposed to each family group.

4.6 Insurance

1. TH will purchase rental-unit insurance on all TH rental units.
2. Tenants are responsible for purchasing contents insurance on their personal furnishings and belongings.

4.7 Access

1. The TH Housing Program or its agents may enter a tenant's rental unit under the following conditions:
 - a. To undertake maintenance and repairs or to allow such to be made, as arranged with the tenant. In these circumstances, the TH Housing Program will give twenty-four (24) hours written and/or verbal notice to the tenant.
 - b. In an emergency, access may be gained at any time. An emergency is defined as a fire, flood, acts of God, a medical emergency involving the tenant or occupants, or a situation within the building structure which compromises the health and safety of the tenant or other occupants.
 - c. If it appears the tenant has abandoned the rental unit, the TH Housing Program can immediately enter the rental unit.
2. Neither the TH Housing Program nor the tenant may change the locks without the other party's permission, unless there is evidence the unit has been abandoned.

4.8 Inspections

1. The TH Housing Program or its agent will thoroughly inspect every TH rental unit each year. An inspection and written report will also be completed when tenants move into or out of a rental unit.
2. After yearly inspections, a work plan will be developed for the upcoming fiscal year. Health, safety, and structural repairs will receive priority. Cosmetic deficiencies will be addressed if the budget allows.
3. The TH Housing Program or its agent will provide the tenant with one (1) week's written notice of the time and date of the annual inspection.
4. Tenants will be encouraged to attend annual inspections with the TH Housing Program; however, tenants are not required to be present at inspections. The TH Housing Program will make every effort to accommodate the tenant's schedule.
5. As part of the inspection report, the TH Housing Program shall provide in writing to the tenant any repairs for which the tenant is responsible. At this time, the tenant will have the opportunity to add their written comments.

4.9 Noise

1. All rental units within municipal limits are subject to the *Town of the City of Dawson Regulation and Nuisance Bylaw #95-28, Section 21*:

“Incessant Noises: Everyone who makes or causes or allows noises or sounds in or on a highway or elsewhere in the Town of the City of Dawson which disturb or tend to disturb, the quiet peace, rest, enjoyment, comfort or convenience of the neighbourhood, or of persons in the vicinity, shall upon warning from any Bylaw Enforcement Officer cease making or causing or allowing such noises or sounds forthwith, or shall be deemed to have contravened the provisions of this bylaw.”
2. Tenants not observing noise regulations will be issued a written warning. Tenants who receive three (3) warnings in one (1) year may be evicted or asked to sign a “No Noise Contract” which will be kept on file.

4.10 Collection of Rental and Damage Arrears

1. Any money owing to the TH Housing Program after a tenant has moved out of a TH rental unit will remain on the tenant's file as an outstanding accounts receivable.

2. The TH Housing Program will first try to enter into a reasonable payback contract. Should that fail, the TH Housing Program will use a collection agency or Small Claims Court to collect the outstanding accounts receivable(s).

4.11 Abandoned Units

1. A rental unit that is unoccupied for two (2) weeks from May 1 to September 30 and twenty-four (24) hours from October 1 to April 30 will be considered abandoned if no arrangements have been made to monitor or house-sit the unit. The TH Housing Program may take possession without notice.
2. The TH Housing Program will serve the tenant with an Abandonment of Unit Notice and termination of the Tenancy Agreement.
3. The furniture and personal effects of the vacated tenant will be handled as per the *Yukon Landlord and Tenants Act*, the *TH Constitution* and the *Charter of Rights and Freedoms*.

4.12 Evictions

1. Eviction proceedings may be initiated against tenants in breach of their obligations under the Tenancy Agreement, the *TH Housing Policy and Procedures Manual*, the *Yukon Landlord and Tenant Act*, the Town of the City of Dawson bylaws, the *TH Constitution* and the *Charter of Rights and Freedoms*.
2. The TH Housing Program will contact tenants in writing to inform them of the situation and invite them to discuss a suitable remedy to the problem.
3. The tenant is expected to pay rental arrears in full. If this is not possible due to the tenant's current situation, the TH Housing Program may enter into a contract with the tenant. The contract will outline the following:
 - a. Specific time frame for the full payment of arrears.
 - b. Specify that all current rental amounts must be paid in full by the first of each month.
 - c. Any other relevant information that is agreed upon by the tenant and the TH Housing Program.
4. Should the tenant breach this contract they will be served with a thirty (30) day eviction notice.
5. If a tenant fails to meet the TH Housing Program's requirements, the tenant will be asked to appear before the TH Housing Committee. This meeting will allow the tenant an opportunity to explain his or her situation.

6. If the TH Housing Committee is satisfied the tenant is able and willing to correct the problem, the TH Housing Committee may establish conditions under which the problem may be rectified and may specify further actions to be taken if any of the conditions are not met. These conditions and actions shall be put in writing and signed by the tenant.
7. Where a tenant has not made any arrangements to correct the problem, the tenant will automatically be served with a written notice to terminate the Tenancy Agreement. A notice to terminate the Tenancy Agreement will be sent by registered mail or hand delivered to the tenant by a member of the TH Housing Program. The notice will be signed by a representative of the TH Housing Program and include the following information:
 - a. the premises in respect of which the notice is given.
 - b. Reasons for the eviction.
 - c. The date on which the tenancy is to terminate.
8. The written notice to terminate the Tenancy Agreement will allow the tenant thirty (30) days to vacate the rental unit. If the tenant does not vacate at the end of thirty (30) days, the TH Housing Program will go to the courts to have the tenant removed and recover any monies owed. The tenant is responsible for rent during this notice.

4.13 Pets

1. All rental units within municipal limits are subject to the *Town of the City of Dawson Protection and Control of Animals and the Prevention of the Spread of Animal Diseases in the City of Dawson Bylaw #98-12*.
2. All tenants, whether in a single residence or apartment, are responsible for keeping pet areas free of pet waste and damage. Tenants that leave behind pet waste or damage upon vacating a rental unit will be invoiced for cleanup costs.
3. If a tenant is moving to another rental unit, any cleaning or repairs and maintenance beyond the normal wear and tear in the unit being vacated caused by pets will be the responsibility of the departing tenant.
4. Tenants not observing the pet regulations will be issued a written warning. Tenants who receive three (3) warnings in a one (1) year period may be evicted and will be responsible for any applicable bylaw fines or fees.

4.14 Zoning

1. In the absence of TH laws and bylaws respecting land use and zoning within Dawson City municipal boundaries, the Town of the City of Dawson Zoning bylaws apply to all properties on which TH rental units are built.

4.15 Adequate Housing

1. The following is considered adequate housing:
 - a. One bedroom per adult.
 - b. One bedroom per couple.
 - c. One bedroom for children of different genders aged six (6) years or older.
2. Tenants residing in a rental unit with bedrooms that exceed the above guidelines will be considered over housed. Alternately, tenants residing in a rental unit that does not meet the above guidelines will be considered under housed.
3. The TH Housing Program reserves the right to relocate over-housed and under-housed tenants in all circumstances. In both cases, the TH Housing Program will reallocate tenants to a suitable unit upon availability and with one (1) month's written notice.

4.16 Discrimination

1. Discrimination will be handled as per the *Canadian Charter of Rights and Freedoms Section 15*:

“15. (1) Every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and, in particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

“15. (2) The above subsection does not preclude any law, program, or activity that has as its object the amelioration of conditions of disadvantaged individuals or groups including those that are disadvantaged because of race, national, or ethnic origin, colour, religion, sex, age or mental or physical disability.”

Section 5: Damage and Upkeep

5.1 Damages

1. The landlord and his or her agent may, with 24 hours written or verbal notice, enter a rental unit to examine its condition. Any repairs necessary that are not the result of normal wear and tear will be the responsibility of the tenant.
2. If damages pose a health or safety threat and the tenants refuse to make repairs, the landlord will have the repairs made and invoice the tenant for costs. Repair costs will be due and payable with the next rental payment. The TH Housing Program may choose to take the tenant to small claims court if the tenant fails to pay. The tenant can make arrangements and enter into a payment plan with the TH Housing Program. Failure to do so may result in an eviction notice.
3. All instances of damages are recorded in tenants' files and remain on record.
4. Tenants must report all damages by vandals to the RCMP and the TH Housing/Property Manager. If the police investigation reveals vandalism as the cause of damage, the TH Housing Program will make the repairs and assume the cost of repairing the damage.
5. Tenants are not responsible for damages caused by accidental fire, flood, or acts of God.

5.2 Maintenance Standards

1. Repairs and maintenance must meet applicable trade standards of the *National Building Code of Canada*.
2. If work is to be completed by a contractor, the contractor must obtain all required permits. Copies of any required Yukon Government building permits and City of Dawson development permits must be forwarded to the TH Housing/Property Manager before work can commence.
3. A final inspection report by the local building inspector must be obtained upon completion of work and a copy filed with the TH Housing/Property Manager.

5.3 Home and Yard Improvements

1. Landscaping, exterior painting and the construction of decks and sheds may be carried out by the tenant provided the tenant has informed the TH Housing/Property Manager in writing. The TH Housing/Property Manager will review all written requests and provide the tenant, in writing, his or her decision regarding the request. Before any work can commence, the tenant must have written approval and sign all required paperwork with the TH Housing/Property Manager and provide copies of any required Yukon Government building permits and City of Dawson development permits. The job will be inspected from time to time during construction by the TH Housing Program.

2. Structural alterations and home improvements shall not be made without first obtaining written permission from the TH Housing/Property Manager.
3. Tenants wishing to paint their rental-unit interior must have prior written permission from the TH Housing/Property Manager and sign all required paperwork before any work can commence.
4. Tenants wishing to improve the rental unit they occupy will do so at their own expense. Tenants shall not be reimbursed for voluntary improvements, including additions and fences.
5. All necessary building permits for voluntary improvements will be obtained by the tenant. Copies of the permits must be provided to the TH Housing/Property Manager.
6. Tenants may remove additions, fences, and any other improvements which they installed upon vacating the premises, provided that such improvements were done entirely at the tenant's expense and the rental unit is left in the same condition it was in when they took possession.
7. All structural improvements performed by tenants must meet applicable trade standards of the *National Building Code of Canada*.

Section 6: Changes in Living Situations

6.1 Deaths

1. If a deceased tenant is a TH citizen and his or her spouse is a TH citizen, the surviving spouse can reassign the Tenancy Agreement to his or her name.
2. The TH Housing Committee reserves the right to relocate a surviving spouse to another rental unit, especially in the case of over housing.
3. If a deceased tenant is a TH citizen and his or her surviving spouse is not a TH citizen, the surviving spouse will be given six (6) months to vacate the unit.
4. In the case of a death with no surviving spouse or any other co-tenant in the rental unit, the deceased tenant's family will be given one (1) month to vacate the rental unit. Rent will be waived for the one (1) month period; however, the family will be responsible for any utility charges except heating fuel incurred during this period.

6.2 Tenants moving between living units

1. Tenants will only be eligible to move from one unit to another if their current unit has been maintained in good repair and their rent payments are current.
2. Tenants must provide the TH Housing Committee with a valid reason for the move. Each case will be reviewed individually, and the TH Housing Committee will inform the tenant in writing of any decision.
3. No reasonable request to move from one rental unit to another will be denied.
4. Tenants will not be eligible to move from one rental unit to another if their current unit is adequate and there is no valid reason to move.

Section 7: Guests, House-Sitting, and Subleasing

7.1 Guests

1. A Guest is any person not listed on the tenant's profile or Tenancy Agreement who are living with a tenant for no longer than a three (3) week period. Guests can be residing with the tenant in the unit or camped in a mobile living accommodation on the property.
2. If the guest residing in the rental unit remains past the three (3) week period, the tenant must notify the TH Housing/Property Manager, in writing, of the guest's intended length of stay.
3. If the guest camped in a mobile living accommodation on the property remains past three (3) weeks, the *Town of the City of Dawson Bylaw #09-03 Zoning and Heritage Management* will apply.
4. The tenant is responsible for any noise, damage, or other problems caused by their guest.

7.2 House-Sitting and Rental-Unit Monitoring

1. Tenants must have someone monitor their rental unit if they are away for more than twenty-four (24) hours.
2. If the tenant is away for less than one (1) month, he or she can arrange for a house-sitter to live in the rental unit. House-sitting arrangements must not exceed one (1) month. Housesitting arrangements that extend past one (1) month will be considered a sublease.
3. All house-sitters must be eighteen (18) years of age or older and approved by the TH Housing/ Property Manager.
4. If the tenant is away for less than one (1) month and chooses not to arrange for a house-sitter, the tenant must have an approved monitoring company or individual check the rental unit in his or her absence. In all cases, the monitoring inspection schedule must be provided to and approved by the TH Housing/Property Manager in advance.
5. Tenants are responsible for the actions of the house-sitter or person or company monitoring their rental unit in their absence.
6. It is the tenant's responsibility to have a written agreement with the house-sitter regarding early return.
7. If the tenant is away for more than one (1) month, he or she must either vacate or sublease his or her rental unit.

7.3 Interim Agreements

1. House-sitting situations that extend past one (1) month will be considered an Interim Agreement.
2. All Interim Agreements must be approved in writing by the TH Housing Committee.

3. Interim Agreement requests must be received in writing by the TH Housing Committee at least one month prior to the date the original tenant intends to vacate the rental unit. The written request must contain the following:
 - a. When the original tenant is leaving and returning.
 - b. Length of time they will be absent from the unit.
 - c. A list of all individuals occupying the rental unit during the original tenant's absence.
 - d. Reason for Interim Agreement request.
4. Interim Agreements can be approved for up to one (1) year by the TH Housing Committee and will be considered for the following reasons:
 - a. Education Leave.
 - b. Employment.
 - c. Medical leave.
 - d. Incarceration.
 - e. Other reason as approved on a case-by-case basis. Documentation is required for the above reasons.
5. Every four (4) months the TH Housing/Property Manager will contact the original tenant to obtain documentation that ensures the validity of the approved leave. If the original tenant fails to validate the leave, then the Interim Agreement shall be void and the original tenant must return to the rental unit within two (2) weeks. If the tenant fails to return to the rental unit in two (2) weeks, the rental unit will be considered abandoned.
6. All Interim Agreement tenants must be eighteen (18) years of age or older and have no prior negative rental history with the TH Housing Program.
7. The interim tenant is responsible for having the unit clean and in good repair prior to the return of the original tenant.
8. The TH Housing Program will not renovate the rental unit when the interim tenant leaves and the original tenant returns.
9. The TH Housing Program will perform an inspection of the rental unit when the interim tenant moves in and again when they move out.
10. Any person who owns his or her own habitable living unit will not be eligible as an interim tenant in TH Housing.

11. Rental rates will be based on the household income of the interim tenant during the period of the Interim Agreement.
12. In the event that at the end of the sublease period the original tenant chooses not to return to his or her unit, the interim tenant, if they are a TH citizen or on the TH Housing Program Wait List, can apply to take over that unit as the new tenant. In order to qualify, he or she must have paid all rents due during the term of the Interim Agreement and be eligible for TH Housing under Section 3.1, “Eligibility for TH Housing,” of this manual.
13. No TH citizen shall be allowed to be an interim tenant if they have rental arrears, unless the following criteria are met:
 - a. The tenant has previously entered into or chooses to enter into a formal written payback contract with the TH Housing Program. Breach of the payback contract will result in further action being taken as laid out in the payback contract, the TH Housing Policy, and the Tenancy Agreement.
 - b. All rental arrears are paid in full.
14. The interim tenant is responsible for any noise, damage, or other problems caused during the period of the Interim Agreement.
15. It is the responsibility of TH Housing and the original tenant to have a written agreement with the interim agreement regarding early return from their approved leave.

Section 8: Appeals

8.1 Appeals of TH Housing Committee Decisions

1. Housing applicants and tenants have the right to appeal decisions of the TH Housing Committee. The appeal procedure will be strictly adhered to and is as follows:
 - a. Appellants must provide a written notice of appeal that details reasons for the appeal and where the TH Housing Committee or TH Housing Program erred and did not follow standard procedures. The appeal should also suggest a resolution to the issue.
 - b. Appeals must be received by the TH Housing/Property Manager no later than 14 days from the date the appellants were notified of the committee's decision.
 - c. Chief and Council will select a body of three (3) neutral individuals to sit as an Appeal Board for the purposes of hearing the appeal.
 - d. Appellants will be notified of an appeal-hearing date. Should the appellant not attend the appeal hearing for whatever reason, the Appeal Board will make a decision based on the information provided.
 - e. When possible, all appeal hearings will be held within fourteen (14) days of receiving the appeal.
 - f. The Appeal Board will inform the appellant of their decision within seven (7) days of the appeal hearing.
 - g. All decisions of the Appeal Board are final.



PASS

Tr'ondëk Hwëch'in Council

Resolution 2016-07-07-02

INTERIM HOUSING LEASE AGREEMENT FOR EDUCATION, MEDICAL, EMPLOYMENT OR INCARCERATION VACANCIES

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing units may pursue further education opportunities away from Dawson City area; and wish to return to their housing units at the end of their studies.

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing units may be absent for prolonged periods of time; and wish to return to their housing units when their Health allows.

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing unit may pursue employment away from Dawson City area; and wish to return to their housing units once there is employment in Dawson.

WHEREAS:

Tr'ondëk Hwëch'in citizens that may be incarcerated outside of Dawson City and will be returning to their housing units once they return to Dawson City.

THEREFORE BE IT RESOLVED THAT:

Amend the housing policy to include an Interim Lease Agreement for citizens leaving Dawson City for education opportunities, medical reasons, employment elsewhere or incarceration.

MOVED BY: Councillor Peterson

SECONDED BY: Councillor Bullen

PASSED BY: consensus

DATED: July 7, 2016


TH Chief Roberta Joseph



PASS

**Tr'ondëk Hwëch'in Council
Resolution 04-26-12-02**

AMENDMENT TO HOUSING POLICY AND PROCEDURES MANUAL

WHEREAS:

Chief and Council have passed the new Housing Policy and Procedures Manual by resolution #04-12-12-01 on April 12, 2012; and

WHEREAS:

Resolution #03-29-12-05 passed March 29, 2012 appoints seven members to the Housing Committee.

WHEREAS:

The Housing Policy and Procedures Manual states the Housing Committees shall consist of a five (5) members.

THEREFORE BE IT RESOLVED THAT:

Council amends the Housing Policy and Procedures Manual to increase the number of members of the Housing Committee to seven (7).

BE IT FURTHER RESOLVED THAT:

Housing and Communications staff will draft a new Terms of Reference for the Housing Committee.

April 26, 2012
Dated

Eddie Taylor
Moved by

Steve Taylor
Seconded by

✓
Consensus

Molly Shore
Recorded by

Clara Van Bibber
Chair

Molly Shore
Minute Taker



PASS

Tr'ondëk Hwëch'in Council

Resolution 2016-07-07-02

INTERIM HOUSING LEASE AGREEMENT FOR EDUCATION, MEDICAL, EMPLOYMENT OR INCARCERATION VACANCIES

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing units may pursue further education opportunities away from Dawson City area; and wish to return to their housing units at the end of their studies.

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing units may be absent for prolonged periods of time; and wish to return to their housing units when their Health allows.

WHEREAS:

Tr'ondëk Hwëch'in citizens residing in TH rental housing unit may pursue employment away from Dawson City area; and wish to return to their housing units once there is employment in Dawson.

WHEREAS:

Tr'ondëk Hwëch'in citizens that may be incarcerated outside of Dawson City and will be returning to their housing units once they return to Dawson City.

THEREFORE BE IT RESOLVED THAT:

Amend the housing policy to include an Interim Lease Agreement for citizens leaving Dawson City for education opportunities, medical reasons, employment elsewhere or incarceration.

MOVED BY: Councillor Peterson

SECONDED BY: Councillor Bullen

PASSED BY: consensus

DATED: July 7, 2016


TH Chief Roberta Joseph