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TSAWWASSEN FIRST NATION
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Financial Administration Act

SOCIAL HOUSING REGULATION

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Preamble

The Tsawwassen First Nation social housing program is intended to provide quality, affordable housing to Tsawwassen Members in need. A key function of social housing is to provide accommodation that is **affordable** to people on low incomes and to provide security of tenure to individuals living in social housing units.

The Tsawwassen social housing program is developed on the principle of compassion and will be administered fairly, without prejudice to any individual.

Authority

- 1 (1) This regulation is made under the *Financial Administration Act*.
- (2) This regulation applies to all existing and future social housing units built on Tsawwassen Lands.

Definitions

- 2 (1) In this regulation,
 - “**Act**” means the *Financial Administration Act*;
 - “**CMHC**” means the Canadian Mortgage and Housing Corporation;
 - “**dependents**” means a minor or an adult who is dependent on the care of another individual;
 - “**pensioner category**” means a category of the social housing list for those Tsawwassen Members aged 65 years or older who may be married or single;
 - “**family unit**” means a group of persons consisting of one parent and forming a distinct economic unit;
 - “**low end of market rent**” means the low end of rent of comparable units as determined by CMHC and is the maximum rent applicable to pre-1997 CMHC housing units;
 - “**low-income cut-off**” means the income levels set by Statistics Canada to define low-income individuals and families for different regions of Canada;
 - “**manager**” means the manager of health and social services hired under the *Government Employees Act*;
 - “**married or common law category**” means a category of the social housing list for those Tsawwassen Members who are:
 - (a) legally married; or
 - (b) living and cohabitating in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, for a continuous period of not less than two (2) years immediately prior to applying for a social housing unit and who are being publicly represented by each other during this time period as each other’s spouse;
 - “**multi family dwelling**” means a housing unit that is part of a multi unit building (e.g. duplex, triplex, sixplex, condo, townhouse, etc.);
 - “**single category**” means a category of the social housing list for those Tsawwassen Members who are younger than age 60 and are not married or living in a marriage-like relationship, nor entitled to be in the single parent category;
 - “**single family dwelling**” means a detached single family house;

“single parent category” means a category of the social housing list for those Members who are responsible for the care or upbringing of;

- (a) minor children; or
- (b) dependent adults;

“social housing clerk” means the individual responsible for assisting in the administration of the social housing program; and

“social housing list” means a list that is updated annually and contains individuals that have applied for, but did not receive a social housing unit in a given year. For greater certainty, the list from a given year does not carry over to the next year and individuals must re-apply for a social house in order to be considered for a social housing unit and to be eligible to be on the social housing list.

- (2) Unless specifically provided otherwise in these regulations, the terms used have the same meaning as defined in the Act.

Manager’s authority to delegate responsibility

- 3 The manager is responsible for the administration of the social housing program and this regulation, but may delegate any of his or her responsibilities under this regulation to the social housing clerk or a qualified home inspector as the case may be.

Eligibility to live in or take possession of a social housing unit

- 4 (1) Subject to eligibility criteria and other terms and conditions set out in this regulation, Tsawwassen Members have the right to live in a social housing unit but in order to be considered for a social housing unit he or she or they must either
 - (a) apply for a social housing unit on an annual basis, or
 - (b) renew their rental agreement on an annual basisas the case may be.
- (2) Subject to terms and conditions set out in the CMHC operating agreement and section 16 of this regulation, a Tsawwassen Member may be eligible to take possession of the social housing unit they reside in.

Eligibility to apply for a social housing unit

- 5 (1) Tsawwassen Members age 19 or over are eligible to apply for a social housing unit.
- (2) Notwithstanding subsection (1), a non Tsawwassen Member may be permitted to apply for and receive a social housing unit provided that he or she,
 - (a) has one or more dependents who is a Tsawwassen Member, or
 - (b) is the spouse of a Tsawwassen Member, andhas previously been approved to live in a social housing unit.
- (3) Upon receipt of an application, the social housing clerk must mark on the application the date it was received and must ensure that the original application is appropriately filed.
- (4) Applications for a social housing unit must be submitted no later than March 1st of each fiscal year.
- (5) Members that are unsuccessful in receiving a social housing unit in a given year will be required to resubmit an application in subsequent years in order to be considered for a social housing unit. The manager must make every effort to notify individual’s who applied in a given year that they are required to re-apply in order to continue to be considered.

- (6) If an applicant's personal information changes, the applicant is responsible for updating their personal information, however the manager must inquire as to an applicant's status if he or she becomes aware of a possible change in the applicant's status.

Process if application is from an individual not currently in a social housing unit

- 6 (1) Applicants must complete and submit the prescribed application form (Schedule A) to the social housing clerk and must include acceptable documentation verifying their gross annual income.
- (2) Applications, once received, will be processed by the manager and applicants will be notified when a decision has been made regarding their application.

Process to re-new a social housing unit rental agreement

- 7 (1) Members that are living in a social housing unit at the application deadline are not required to re-apply to the social housing program, but must annually renew their rental agreement and provide acceptable documentation verifying their gross annual income.
- (2) Members that renew their rental agreement under subsection (1) will be allocated the same social housing unit they reside in at the time of the application provided that they:
 - (a) are not in arrears at the time of the renewal,
 - (b) kept the unit in good repair throughout the previous year, and
 - (c) complied with the terms and conditions of the rental agreement.
- (3) In the event that a Member under subsection (1) is in arrears, he or she may be allocated the same unit he or she resides in at the time of the application, or a different unit if they choose to move, provided that:
 - (a) he or she has agreed, in writing, to a repayment schedule, and
 - (b) the manager has approved of the terms of the repayment schedule.

Social housing list established

- 8 (1) In the event that there are an insufficient number of social housing units in a given year, the manager must develop a social housing list.
- (2) The list remains in effect until the application deadline for the following year at which time a new list will be created provided that the criterion outlined in subsection (1) applies.
- (3) The purpose of the social housing list is to identify which applicants have priority to a social housing unit if one comes available during a given program year.
- (4) The social housing list will have the following categories:
 - (a) a single category;
 - (b) a single parent category;
 - (c) a married or common law category; and
 - (d) an pensioner category.
- (5) An individual may apply to change categories by notifying the manager, in writing in the prescribed form, and must include the reason for the change in category. The manager may also notify an applicant of a change to their status in the advent that the manager becomes aware of a change.

Assessment of applicants on the social housing list

- 9 (1) Individuals that are on one of the category lists outlined in section 8 (4) [*Social housing list established*] will be assessed by the manager after having considered the,
- (a) number of dependents he or she has, and
 - (b) the level of rental arrears he or she owes to Tsawwassen First Nation.
- (2) The manager will encourage applicants whose gross family income is greater than the relevant low-income cut-off to purchase a Tsawwassen Fee Simple Interest for the purpose of self-financing the construction a home elsewhere on Tsawwassen Lands and will connect the applicant with the lands clerk who will provide the applicant with a list of financing alternatives and other relevant information regarding land transfers and building permitting.

Process to be followed when allocating social housing units or vacant rooms in a unit

- 10 (1) After having assessed the applications and verified each applicant's income, the manager will allocate units first to individuals that have renewed their rental agreement under section 5, provided that he or she satisfies the requirements outlined in section 6 [*Process to re-new a social housing unit rental agreement*].
- (2) After having allocated units to individuals who are continuing to reside in a social housing unit under subsection (1), the manager will allocate the remaining units to individuals that are on the social housing list.
- (3) Notwithstanding section 8 [*Assessment of applicants on the social housing list*], the manager must make every reasonable effort to:
- (a) match the number of vacant bedrooms in a unit to the number of people in the family of an applicant to ensure that there are no vacant bedrooms in a given unit, and
 - (b) match the vacant units or vacant bedrooms to those applicants most in need,
- when allocating social housing rooms or units.
- (4) When allocating social housing rooms or units, the manager may encourage individuals on the social housing list to reside with a relative or other friend to ensure that the number of tenants in a unit matches the number of rooms.
- (5) Where practicable, the manager will prioritize the allocation of,
- (a) single family dwellings to individuals listed in the,
 - (i) single parent category, or
 - (ii) married or common law category,who have dependents, and
 - (b) multi family dwellings to,
 - (i) disabled individuals, particularly if a designed for disabled persons becomes available,
 - (ii) an individual listed in the pensioner category,
 - (iii) an individual listed in the single parent category,
 - (iv) an individual in the married or common law category, or
 - (v) an individual in the single category, provided that they are able to share the accommodation with one or more individuals from the single category.
 - (c) individuals in the married or common law category or the single category will receive priority consideration for studio or 1 bedroom unit.

- (6) When allocating units, the manager must also consider the level of crowding present in a unit and ensure that the maximum number of persons per room does not exceed the limits outlined in the table below:

(a)

Number of bedrooms	Number of persons
1	2
2	4
3	6
4	8

- (b) Children less than a year old are not counted, and children under ten are counted as half a person for the purposes of identifying the maximum number of persons eligible to reside in a unit.
- (7) Notwithstanding subsection (6), the manager may permit a family unit to exceed the above list maximums in the event that there are no other reasonable housing alternatives for that family.

Process if unit becomes vacant

- 11 (1) If an individual vacates or is evicted from a social housing unit before the end of a fiscal year, the manager will allocate the unit to the next qualified applicant on the social housing list subject to criteria set out in section 10.
- (2) Priority will be given to an applicant that matches the number of rooms in the unit.
- (3) An individual that vacates or is evicted from a social housing unit forfeits any rights he or she may have had to the unit or the underlying interest and both the unit and the interest revert to Tsawwassen First Nation.
- (4) Notwithstanding subsection (3), if an individual vacates or is evicted from a social housing unit and that individual had transferred a Certificate of Possession or a Tsawwassen Fee Simple Interest in exchange for the right to live in a social housing unit, the Executive Council may compensate that individual for their lost Certificate of Possession or Tsawwassen Fee Simple Interest provided that any compensation paid is in accordance with the Tsawwassen Policy for Land Exchanges, Sales or Purchases or any successor policy.

Process if a room in a unit that is not rent-to-own becomes vacant

- 12 (1) If a bedroom in a unit that is not a rent-to-own unit becomes vacant before the end of the fiscal year, the manager will provide the other residents currently living in the unit one-month to identify a potential replacement in the unit.
- (2) If the individual identified by the current tenants is not on the social housing list, that individual must submit an application and must sign a rental agreement.
- (3) If the tenant can not identify a suitable replacement, the manager must make every reasonable effort to allocate the room to the next eligible applicant on the social housing list after having taken the criteria outlined in section 8 [*Assessment of applicants on the social housing list*] and section 9 [*Allocation of social housing units or vacant rooms in a unit*] into account, provided that the housing unit containing the vacancy is not a rent-to-own unit identified under section 16.
- (4) If a unit had a vacant room at the time this regulation was passed, the room may remain vacant.

Tenant council

- 13
- (1) A tenant council is established.
 - (2) The tenant council must meet with the manager on a quarterly basis to review the social housing program, including the method for calculating rent.
 - (3) At each meeting the manager must report on:
 - (a) the financial status of the program, and
 - (b) all maintenance work that was performed on each of the units.
 - (3) The tenant council is to be made up of not less than three and not more than seven tenants.
 - (4) Tenants that want to sit on the tenant council must submit to the social housing clerk, in writing, notification of their intent to sit on the council.
 - (5) In the event that there are greater than seven tenants that submit a notice of intent to sit on the council, the manager must organize a vote where each tenant of voting age has the opportunity to vote.
 - (6) In the event that there are fewer than three individuals that submit a notice of intent to sit on the council, the manager must make every reasonable effort to attract additional tenants to sit on the council.
 - (7) The manager may provide an honorarium of not more than \$25 per meeting to each tenant that sits on the council.

Rent calculation and payment

- 14
- (1) The rent for any given unit will not be less than \$350 and will not be greater than the low end of market rent as established by CMHC.
 - (2) Monthly rent payments will be set at the beginning of each fiscal year according to the following:
 - (a) households that have at least one working person will be rent equal to 25% of the total household income, as verified annually;
 - (b) a single parent who works will receive a rebate equal to \$900.00 per year;
 - (c) an individual in the pensioner category that is also collecting a pension will be assessed rent equal to 12.5% of their pension income and TFN will pay the remaining 12.5%; or
 - (d) individuals that are receiving social assistance will pay the shelter portion of their social assistance.
 - (3) Social housing units that have a mixed income source and are part of the same family unit will pay rent equal to 25% of the total family income provided that the rent is greater than the minimum and less than the maximum rents established under subsection (1).
 - (4) If a social housing unit is made of individuals that do not form a family unit, then each individual will be assessed rent according to the formula outlined in subsection (2) provided that the rent for the entire unit is greater than the minimum and less than the maximum rents established under subsection (1).
 - (5) In accordance with the terms and conditions of the CMHC operating agreement for social housing, monthly rent may be adjusted throughout the year if:
 - (a) the tenant's income decreases at some point during the year, and
 - (b) the tenant applies, in writing, to the social housing clerk and provides the clerk with written documentation verifying the reduction in their income.

- (6) In the event that a tenant's rent is decreased pursuant to subsection (5), the rent may be increased back to the initial rental amount during the year if the tenant's income increases.
- (7) The method for setting rent will be reviewed at a meeting of the tenant council.
- (8) The tenant council may propose changes to the method for setting rent outlined in this section or to amount of rent charged provided that:
 - (a) the method does not adversely impact the financial viability of the social housing program;
 - (b) is compliant with the terms and conditions of the relevant CMHC operating agreement;
 - (c) all tenants have had the opportunity to provide input on any proposed change; and
 - (d) the manager approves of the proposed change.
- (9) Members signing a rental agreement may provide a void cheque to provide for direct, monthly payment of rents.
- (10) Tenants who are also employees of the Tsawwassen Government may have their rent automatically deducted from their pay to facilitate the timely payment of rent.

Rental agreements

- 15 (1) Rental agreements shall not exceed 12 months and terminate on March 31st of each year.
- (2) All permanent residents in a dwelling are required to sign the rental agreement. Tenants are permitted to have guests reside with them in their unit for up to 4 consecutive weeks without the guest being required to sign a rental agreement.
- (3) All households must have a signed rental agreement. Should a tenant refuse or fail to sign the rental agreement, the tenant is in trespass and may be given notice to vacate the premises or charged rent by the manager provided that the rent charged does not bring total rent applied to the unit to an amount greater than the low end of market rent.
- (4) The tenant is not permitted to assign or sub-let the premises.
- (5) The names of all persons who will be residing in the home shall be listed in the rental agreement and any changes to that list must be approved by the manager.
- (6) The agreement must make clear that the TFN holds all rights to the house and land for the period which it:
 - (a) holds the mortgage in the case of a unit that is scheduled, by agreement, to become the property of the tenant,
 - (i) at the end of the term of the mortgage, or
 - (ii) after the tenant has paid a share of the mortgage that is equivalent to the value of the unit has been paid, or
 - (b) holds the underlying interest in the case that the unit is not eligible to become the property of the tenant.
- (7) In the event of extenuating circumstances such as a death of the head of a family in a social housing unit, the rental agreement remains in effect for a minimum of six months and transfers to the spouse or estate of any dependents if applicable. Under such circumstances, the assignee will be responsible for the payment of rent until such time that a new rental agreement can be signed with either another family member or with a new tenant.

Transfer of a social housing unit

- 16
- (1) A tenant that has an agreement with Tsawwassen First Nation to take ownership of the unit and the underlying Tsawwassen Fee Simple Interest may be provided the opportunity to purchase that social housing unit before the mortgage for that housing phase has been paid out provided that:
 - (a) the sale of the unit will not adversely affect the financial viability of the social housing program; and
 - (b) the purchase is made in accordance with the terms and conditions of the CMHC operating agreement, if any.
 - (2) In order to purchase or be transferred a social housing unit, the tenant must have resided in the same unit since the beginning of their purchase agreement or have received approval from Executive Council, or a pre Effective Date Chief and Council, to have left the unit for a period of time.
 - (3) On an annual basis, the manager will provide each tenant that has an agreement under this section with an update regarding total amount of money they would need to pay in order to purchase the unit outright.
 - (4) The total amount referred to in subsection (3) includes the total money remaining on their unit in the relevant housing phase and the amount of existing arrears, if any.
 - (5) For greater certainty, a social housing unit that is transferred to an individual is no longer subject to this regulation, but is subject to all other applicable laws and regulations of Tsawwassen First Nation.

TFN responsibilities

- 17
- (1) The Tsawwassen First Nation is responsible for:
 - (a) insuring each unit against fire;
 - (b) operating the social housing program in accordance with the terms and conditions of the CMHC operating agreement;
 - (c) the maintenance and/or replacement of the following:
 - (i) roofs, flashings, eavestroughs;
 - (ii) exterior wall finishes including exterior painting and washing;
 - (iii) exterior doors and windows;
 - (iv) heating systems;
 - (v) domestic hot water tanks, septic tanks, tile beds;
 - (vi) kitchen facilities such as stoves and refrigerators, sink and faucet installations, counter tops and cabinets;
 - (vii) bathroom facilities such as toilets, sinks and fixtures, vanities, tubs and fixtures;
 - (viii) interior floor coverings; and
 - (ix) laundry equipment where such equipment was included at the commencement of the project.
 - (2) When undertaking maintenance or repairing social housing units, the manager may provide a tenant with an opportunity to work on the maintenance for TFN and receive payment in the form of a rent reduction.
 - (3) The manager must make quarterly inspections of the premises and, prior to inspecting a unit, must give the tenant adequate notice.
 - (4) When undertaking an inspection, the manager must make every reasonable effort to ensure that the tenant is present at the time of the inspection.

Tenant responsibilities

- 18 (1) Each tenant of a social housing unit must:
- (a) pay rent to TFN monthly as stated in the rental agreement;
 - (b) keep the premises in good repair and in a clean condition;
 - (c) pay utility and gas charges in respect of the premises if applicable; and
 - (d) permit the manager to make regular quarterly inspections of the premises provided that the tenant has been provided with at least 24 hours notice of an inspection.
- (2) Rent charges are the sole responsibility of the tenant and in the event that rent is not paid, the amount outstanding becomes a debt owing to Tsawwassen First Nation.
- (3) The tenant must not:
- (a) use the premises for any purpose other than a residential dwelling and all tenants living in a social housing unit must have signed a rental agreement with the manager; or
 - (b) remove any fixtures, sinks, bathtubs, or appliances from the house.
- (4) The tenant may undertake any renovations or make changes to the dwelling provided that they have prior written consent of the manager;
- (5) If a tenant undertakes renovations or makes changes to the dwelling, the manager may enter into an agreement with the tenant to reduce the tenant's costs of the approved renovation or change.

Acts of wilful damage

- 19 (1) The Tenant is financially responsible for repairs of any wilful damage caused to the house by any person.
- (2) For greater certainty, ordinary wear and tear is not considered wilful damage.
- (3) Amounts owing to the Tsawwassen First Nation as a result of wilful damage are considered a debt owing to Tsawwassen First Nation and may be deducted from any future disbursements.

Obligation to comply

- 20 Where the manager determines that a tenant has failed to comply with the obligations and responsibilities of this regulation, the manager may:
- (a) order that the tenant immediately comply with his or her obligation;
 - (b) take appropriate steps to prohibit the Tenant from doing further damage;
 - (c) require the tenant to compensate the Tsawwassen First Nation for loss suffered as a direct result of the non compliance;
 - (d) require the tenant to pay any expenses directly associated with the repair or action taken; or
 - (e) order the tenant to vacate the house by issuing, in writing, notice of termination of the rental agreement.

Termination of a rental agreement

- 21 A rental agreement may be terminated by:
- (a) mutual agreement;
 - (b) the tenant; or
 - (c) TFN for cause.

Termination by mutual consent

- 22 The manager and a tenant may agree in writing after a housing agreement has been entered into, to terminate the occupancy on a specific date.

Termination by the tenant

- 23 The tenant may terminate the occupancy at the end of any month provided that the tenant has, in writing, given the manager at least thirty (30) days advance notice.

Termination for non-payment of rent

- 24
- (1) When a tenant has failed to pay the full amount of the rent by the day it is due, the manager must contact the tenant in person or by phone within 5 days of a missed payment to inform them that they are in arrears and to inquire whether there has been a change to their status reducing their ability to pay.
 - (2) When the manager contacts a tenant in arrears under subsection (1), the manager must provide the tenant with
 - (a) the opportunity to enter into an agreement to repay the outstanding rent according to a manageable, but defined schedule, and
 - (b) information on services they may access that may help address the reasons for falling into arrears, and
 - (c) information regarding the consequences for non-repayment and their rights to appeal any subsequent action.
 - (3) Provided that the tenant has not entered into a repayment agreement and continues to be in arrears after one week (7 days) from the due date, the manager must provide written notice to the tenant that the tenant's account is in arrears and that the tenant may face eviction if the account is not brought up to date.
 - (4) Provided that the tenant has not entered into a repayment agreement and continues to be in arrears after two weeks (14 days) from the due date, the manager must send the tenant an eviction notice in writing providing the tenant with notice that he or she or they must vacate the unit within thirty (30) days of receipt of the notice.
 - (5) Despite the provision of an eviction notice, that notice may be rescinded by the manager provided that the tenant enters into a written repayment agreement with the manager whereby the tenant agrees to bring their account up to date.

Termination of a rental agreement for bad behaviour

- 25
- (1) The manager may, at any time, give a tenant a notice of termination of at least thirty (30) days, where:
 - (a) the tenant, or any person permitted in or on the premises of the house by him, has caused damage to the house and the resident has failed to comply with an order made pursuant to section 19 [*Obligation to comply*];
 - (b) rental agreement has been frustrated; or
 - (c) the safety of other residents and of the community is seriously impaired by an act or omission of the resident or a person permitted by him or her in or on the premises of the house; or
 - (2) During the thirty day notification period, the social housing clerk must make every reasonable effort to meet with the tenant to ensure that the matter can be resolved without the need for termination of the rental agreement.
 - (3) If the tenant fails to comply with the notice to vacate the premises, eviction proceedings, including court action, shall be undertaken.

Additional services

- 26 (1) The manager may provide tenants with information regarding education or employment programs and may organize financial information sessions to assist tenants to better manage their finances and improve their overall financial literacy.
- (2) The provision of these sessions is dependent on time and resources and may not be provided on an annual basis.

Appeals

- 27 (1) A tenant or an applicant may appeal any decision of the manager to the chief administrative officer for review.
- (2) In the event that a tenant or an applicant applies for a review under subsection (1), the chief administrative officer must respond as soon as is practicable.
- (3) Pursuant to the *Administrative Review and Judicial Proceedings Act*, applicants or tenants may appeal any decision of the manager or of the chief administrative officer to the Judicial Council.

Service request and complaints

- 28 (1) A tenant may make a formal request for maintenance services to be undertaken or may file a formal complaint to the manager.
- (2) Requests and complaints may be made in writing or orally, but must all be recorded in writing by the social housing clerk.

SCHEDULE A – APPLICATION FORM

Please complete this form to ensure that you are considered for a social housing unit for the upcoming year. In the event that there are not enough units for applicants, unsuccessful applicants will be placed on a new social housing list for up to one (1) year. Individuals from the social housing list will be considered for any vacancy that arises in a given year.

In order to keep information up-to-date, TFN will create a new social housing list each year. Unsuccessful applicants who are on the list in one year MUST re-apply the next year if they are still in need of a social housing unit. Any individual who is on the list in one year and does not re-apply for the next year will NOT be considered for a social housing unit.

If you have any questions while filling out this form, please do not hesitate to contact the manager of social housing.

APPLICANT NAME

ADDRESS

CO-APPLICANT NAME (IF APPLICABLE)

CITY

POSTAL CODE

TELEPHONE NO.

Family Size:

Number of Dependents:

Age:

Membership Number:

Size of Unit you are applying for:

(e.g. # of bedrooms)

Annual Family Income:

(Please provide supporting documentation – pay stubs, T4 tax slip, work contract, etc.)

Are you employed by TFN? (Yes/No):

If yes, your rent payments will be deducted from your TFN earnings. Please check here: to acknowledge that you are aware your rent will be deducted from your pay.

Signature

Date

The information on this form is collected under the authority of section 15 of the *Freedom of Information and Protection of Privacy Act* (TFN). This information will be used to fulfill the requirements solely for the purposes of collecting rent under the Social Housing Program. If you have any questions about the collection or use of this information, please contact the Manager, Health and Social Services at (604) 943-2112.

SCHEDULE B – PRE-AUTHORIZED RENT PAYMENT FORM

Please complete this form to ensure that your rent will be paid on time and your account with TFN Social Housing remains in good standing. This form is to be completed by person(s) registered on the bank account.

NAME	ADDRESS	
NAME	CITY	POSTAL CODE
TELEPHONE NO.		

I/We hereby authorize

NAME OF FINANCIAL INSTITUTION

Address of Financial Institution

to debit my/our account indicated below on the first (1ST) of each month for rent payments to TFN SOCIAL HOUSING.

BRANCH TRANSIT # _____ BANK # _____ ACCOUNT # _____

TYPE OF ACCOUNT: CHEQUING SAVINGS OTHER

VOID CHEQUE ATTACHED FOR VERIFICATION PURPOSES

Attach VOID cheque here (without Bank Stamp)

or,

PRE-AUTHORIZED RENT PAYMENT FORM COMPLETED BY BANK

Bank Stamp (required without VOID cheque)

I/We hereby agree to abide by the terms and conditions as detailed on page 2 of this document.

DATE _____ SIGNATURE(S) _____

For joint accounts, all signatories to the account must sign form

The information on this form is collected under the authority of section 15 of the *Freedom of Information and Protection of Privacy Act* (TFN). This information will be used to fulfill the requirements solely for the purposes of collecting rent under the Social Housing Program. If you have any questions about the collection or use of this information, please contact the Manager, Health and Social Services at (604) 943-2112.

**TERMS AND CONDITIONS OF THE
PRE-AUTHORIZED RENT PAYMENT PROGRAM**

1. TFN Social Housing relies on the Tenant to ensure that the Tenant's bank account is in good standing with sufficient funds to cover such pre-authorized rent payments as they become due and payable on the first (1st) of each month.
2. The Tenant's pre-authorized rent payment will be drawn from their account and presented on the first (1st) of each month for payment to cover the rent due for that month.
3. Changes to the pre-authorized rent payment amount resulting from the annual Declaration of Income and Assets or interim rent adjustments will be made automatically following the recalculation of the rent.
4. If a chargeback is required due to willful damage of a Social Housing unit, a withdrawal will be made automatically the month following notification of the chargeback.
5. A service charge will be levied for items returned unpaid by the Tenant's bank, such as Non-Sufficient Funds, Account Closed, or Stop Payment.

TO BE RETAINED BY THE TENANT

SCHEDULE C – FIRST WRITTEN NOTICE OF ARREARS

This notice is to inform _____ that you are now seven (7) days in arrears. The current amount of your arrears is: _____.

We recently contacted you or have attempted to contact you to inform that you are in arrears. It is important that your arrears are brought up to date as soon as possible as you may be at risk of being evicted.

If you have recently experienced a drop in your income or are having difficulties paying rent, we encourage you to speak with the manager of health and social services to arrange for an alternate means of bringing rental arrears up to date or making payments. If you do speak with the manager, this notice will be waived and you will receive no further notice unless you fall into arrears once again.

If you take no action and continue to be in arrears after seven (7) days from delivery of this notice, you will be issued a notice to vacate the premises.

Please do not hesitate to contact either:

the social housing clerk: _____; or

the manager of health and social services: _____;

to discuss your options and how we can help.

SCHEDULE D –WRITTEN NOTICE TO TERMINATE DUE TO NON PAYMENT OF RENT

This notice is to inform you, _____, that you are now fourteen (14) days in arrears on your rent.

You have been contacted on two previous occasions and have made no effort to bring your arrears up to date and **as a result you will be required to leave the premises after thirty (30) days upon receipt of this notice UNLESS** you contact the manager of health and social services to set up a payment program that will help you get your arrears up to date.

The current amount of your arrears is: _____.

If you have recently experienced a drop in your income or are having difficulties paying rent, we encourage you to speak with the manager of health and social services to arrange for an alternate means of bringing rental arrears up to date.

Please do not hesitate to contact either:

the social housing clerk: _____; or

the manager of health and social services: _____;

to discuss your options and how we can help.

SCHEDULE E –WRITTEN NOTICE TO TERMINATE DUE TO BAD BEHAVIOUR

This notice is to inform you, _____, that as a result of the following actions:

you have breached the terms of your rental agreement and the social housing regulation and must vacate your unit within thirty (30) days upon receipt of this notice UNLESS you contact the manager of health and social services within the thirty (30) days and agree to a solution.

The manager will make every effort to contact you during the thirty (30) days, but you are encouraged to come to discuss the issue whenever you are able.

Please do not hesitate to contact either:

the social housing clerk: _____; or

the manager of health and social services: _____;

to discuss your options and how we can help.