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Housing policy

July 18 .2016

Version 3.1

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| --- | --- | --- |
| **Version**  | **Amendments** | **Approval** |
| 1.0 | Approved  |  |
| 1.0 | Housing Committee Review  | February 24.2016 |
| 1.1 | Housing Committee Review  | March 2.2016 |
| 2.0 | Housing Committee Review  | March 15.2016 |
| 2.0 | Management Board Review  | April 21.2016 |
| 2.1 | Housing Committee Chair | April 22.2016 |
| 3.0 | Executive & Capital & Infrastructure Staff  | June 8.2016 |
| 3.0 | Public Meeting Consultations  | June 8 & 9, 2016 |
| 3.0 | Executive Council Review & recommend to General Council  | June 22, 2016 |
| 3.0 | Internal TTC review  | June 29, 2016  |
| 3.0 | General Council Approval  | July 12, 2016  |
| 3.1 | Internal TTC review  | July 18, 2016 |
| 3.1 | Executive Council Approval  | July 19, 2016 |
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**PART 1: INTRODUCTION**

* 1. **Preamble**

In 2001, Teslin Tlingit Council’s (TTC) General Council (GC) approved a number of housing-related policies, namely, Home Acquisition Grant Policy, Home Ownership Policy, Rental Policy, Rental-with-Option-to-Purchase Policy, Renovations Policy, and the Mortgaged Units Policy. Experience and the evolution of TTC as a government have required the modernization and consolidation of the policies.

* 1. **Effective Date**

This Policy was approved in principle by TTC General Council (GC) on July 12 , 2016 Resolution # 2016-005, and approved by Executive Council on July 19, 2016.

* 1. **Application**

This Policy applies to all TTC Citizens, the family members of Citizens, Staff of TTC and all housing units that TTC holds an interest in. The TTC Market Housing Policy will apply to any units approved for a mortgage under the First Nation Market Housing Fund Program.

* 1. **Goals**

The Teslin Tlingit Council has the following goals with respect to housing:

* + 1. To foster safe and healthy housing situations for Citizens wishing to live on Settlement Land.
		2. To make available good and sufficient housing stock for those who wish not to undertake homeownership.
		3. To provide support to all Citizens living on Settlement Land, in the form of relevant education and orientation courses to better enable them to fulfill their obligations as homeowners and / or tenants.
		4. To achieve and maintain financial accountability and sustainability of the housing program, including annual identification revenue shortfalls.
		5. **Principles** **-** a number of guiding principles have been identified as fundamental to effective and efficient implementation of this policy.
		6. TTC’s Mission Statement:To create a healthy community by fostering the development of healthy Tlingit Citizens and a healthy Tlingit lifestyle.
		7. Ha Kus Teyea: The principles and values of Ha Kus Teyea are to be considered in interpreting this policy (see Appendix A).
		8. Constitution: TTC’s housing policy cannot violate the TTC constitution and needs to be fair and equitable.
		9. Fairness: **(**From GC Res. No. 3 1997-11): In applying this policy, all Citizens will be treated equally and with equity.
		10. Accountability: **(**From GC Res. No. 3 1997-11)**:** All parties have respective responsibilities under this policy, in implementing documents, and under Tlingit law.
		11. Written Communication: All matters will be communicated in writing within 10 working days to all parties, and provide a clear explanation of decisions.
	1. **Definitions –**

|  |  |
| --- | --- |
| Adult | An individual 19 (to reflect YT legal age) years of age or older. |
| Citizen | An individual who is a Citizen in accordance with TTC’s constitution.  |
| ElderEmergency | A Citizen aged 65 or older, or as defined by TTC’s constitution.Is when someone is or becomes homeless due to an unexpected event or circumstance. This includes but is not limited to circumstances of domestic violence, eviction, environmental disaster, and loss of home due to fire. |
| Service | A service provided by TTC to a housing unit from time to time, on a consistent basis (excluding one-time exceptions or unique circumstances), including services defined by a rental tenancy agreement (RTA). |
| Settlement land | TTC settlement land, as defined in the TTC Final Agreement and Self Government Agreement (to include retained reserves). |
| Tenant | A person who is a signatory to a rental tenancy agreement or is otherwise responsible for the obligations of a tenant.  |
| Homeowner | A person owning a home in which TTC has stated it has no interest who is:1. solely responsible for paying for all taxes, fees, utility charges and maintenance costs respecting the unit;
2. responsible for fire and contents insurance;
3. responsible under all applicable laws, regulations, by laws and policies; and
4. someone who has the legal ownership of the home with the ability to sell, lease or rent the unit as they choose, subject to any land lease terms or Certificate and Grant of Allocation and conditions.
 |
| De Facto Owned Unit | A housing unit that TTC has no financial interest in, does not collect rent from and does not provide insurance and maintenance for, or may be willing to transfer their interest, and where there is some element of ownership by the occupant that has not been completed.  |
| Rental Housing UnitHousing Grant | A detached, semi-detached, condominium or apartment unit that is owned or controlled by TTC and has been identified for use in an emergency and/or rental situation. A grant to a citizen from TTC to assist them in purchasing, renovating or constructing a home.  |
| Immediate Family member | Means, in relation to an individual, that individual’s spouse, child, parent, sibling, grandchild or grandparent  |
| Dependent  | A family member who is dependent upon a tenant of TTC and is:1. Under the age of 19; or
2. Over the age of 19, and a legal ward of the TTC tenant
3. Dependant must reside with applicant at least 50% of the time with supportive documents
 |

* 1. **Roles and Responsibilities**

Executive Council

Executive Council is responsible to:

* + - 1. Approve changes in policy as recommended by the Housing Committee or Capital and Infrastructure Department ; and
			2. Support the enforcement of the housing policy; and
			3. Review and make a final decision on appeals

Housing Committee

1. The Housing Committee shall be appointed by General Council and be comprised of seven (7) members
2. The Housing Committee may recommend amendments to Policy as needed
3. The housing committee shall review and approve applications for rental housing
4. The Housing Committee shall not be involved in the day-to-day delivery or administration of housing programs and services.
5. Allocate home construction grants ( Housing Grant) guided by a point ranking system

For greater clarity please see Appendix B: Housing Committee Terms of Reference

Capital and Infrastructure Department

Capital and Infrastructure Director will enforce Housing Policy as approved by General Council.

The key responsibilities of the Capital and Infrastructure Director or designate are to:

1. Administer the rental program by applying the program policy; and
2. Review all applications for rental housing to ensure completeness and eligibility; and
3. Carry out or oversee maintenance, repairs and renovations as detailed in the rental tenancy agreement that are the responsibility of the TTC in a cost- effective manner; and
4. Monitor the effectiveness of the housing policy; and
5. Recommend changes in policy as needed and review housing goals and priorities annually; and
6. Prepare annual and other reports as required to Housing Committee, executive Council or General Council as requested, on the activities of the housing program
7. Provide information and referrals for tenants who require assistance in understanding and assuming their housing responsibilities.

The implementation of this policy involves many different bodies of TTC. Understanding the roles of each body is very important.Please refer to Appendix C: Structure of TTC

**PART 2: RENTAL HOUSING**

* 1. **Introduction**

A Rental Housing Unit is defined as a detached, semi-detached, condominium or apartment unit that is owned or controlled by TTC that it determines is available for occupation as an emergency or rental unit.

* 1. **Principles of Rental Housing**
1. TTC provides Rental Housing in the spirit of Ha Kus Teyea.
2. TTC Rental Housing units provide affordable and safe housing.
3. TTC has a goal to provide safe and equitable housing for Citizens.
4. The Capital and Infrastructure Department with the Housing Chair will address emergency situations on a case by case basis.
	1. **Eligibility**

The following conditions of eligibility apply to applicants for a rental unit from TTC:

1. TTC Affiliation **-** Adult Citizens, or Adult non-Citizens with Citizen dependents and Employees of TTC are eligible to apply for Rental Housing; and
2. Debts - All applicants must have no debts owed to TTC, or having debts, have entered into and are honoring a repayment plan with TTC Finance; and
3. Be willing to sign a Rental Tenancy Agreement (Appendix D) and abide by its terms and conditions.
	1. **Application Process**
		1. Applications (Appendix E), are available from the Capital and Infrastructure Department.
		2. The Capital Office Manager will review the applications with the applicant to ensure all the required information is complete. Applicants may include a letter explaining their reasons for requesting Rental Housing with their housing application.
		3. Applications will be assessed by the Capital Office Manager and other departmental representatives as required, and results of the assessment presented to the Housing Committee and the applicant will be notified in writing of their application status once the review has been completed.
		4. See Appendix F: Application Process for Rental Housing
	2. **Allocation**
		1. The Capital Office Manager shall maintain an up to date listing of available rental units. The Housing Committee will allocate units in accordance with their Terms of Reference and this policy.
		2. Assessment Criteria – A systematic ranking point system will be used in the evaluation of Rental Housing applications. See Appendix E Rental Housing Assessment Criteria.
		3. Director of Capital and Infrastructure may recommend to the Housing Committee a reassignment of units based on extenuating or changing circumstances.
	3. **Rent Levels**
		1. Rent levels will be set by Management Board (MB), in consultation with the Housing Committee, with the intention of fully covering all costs through collecting rent. Costs include all maintenance, operations, insurance and housing unit replacement. Maintenance and operations costs for Rental Housing units will be tracked on a per-unit basis. For this reason, the paying of rent does not build equity in a unit, will not be considered to build any ownership in a housing unit and can in no way be refunded or considered to be equity unless expressly described otherwise in a legal agreement between TTC and the client. Management Board will set subsidy rates for Rental Housing Units upon recommendations from Housing Committee.
		2. Housing Committee can recommend, on an annual basis, for rent levels to be reassessed. Rent levels can be changed subject to applicable laws, eg. Yukon Residential Landlord and Tenant Act.

* 1. **Rental Tenancy Agreement**

2.7.1 Roles and Responsibilities of Tenant

 The key responsibilities of the tenant are to:

1. Sign a rental tenancy agreement and meet the conditions of the agreement which include, but are not limited to: making monthly rent payments, paying other housing charges as required, correcting tenant damage, keeping the unit and property free of health and safety hazards and complying with all fire and health and safety regulations; and
2. Be responsible for snow removal; and
3. Participate in move-in, move-out and other unit condition inspections/assessments as described in this housing policy; and
4. Carry out maintenance and repairs as detailed in the Rental Tenancy Agreement and/or notify the housing manager of any required maintenance or repairs that are the responsibility of the TTC; and
5. Not interfere with or unreasonably disturb a neighboring occupant and not jeopardize the health or safety or lawful right of a neighboring occupant
	* 1. All tenants must sign a Rental Tenancy Agreement (RTA) before taking possession. All terms and conditions in this agreement are binding.
		2. Tenants will be given a copy of the signed RTA.
		3. Changes to the RTA must be consistent with applicable TTC and Yukon laws.

* 1. **Changes to Tenancy**
		1. In the case of the passing away of a rental Tenant, other tenants or occupants living in the unit will not be required to reapply but will be reassessed by the Housing Committee guided by Ha Kus Teyea.
	2. **Eviction**
		1. If a breach of the RTA warrants an eviction, the Director of Finance, the Director of Capital and Infrastructure, the Chair of the Housing Committee and the Case Worker shall convene a meeting to discuss the breach and alternatives to eviction.
		2. Should a determination be made that the breach does not warrant eviction, conclusions from the meeting shall be noted on the Tenant’s file. A letter of warning with conditions will be sent to the Tenant.
		3. If eviction is necessary for failure to pay rent, the Finance Department will follow the eviction process in Appendix G. If eviction is necessary for other reasons, the Capital Department will follow the process in Appendix G.
		4. The eviction shall only take place if the temperature is warmer than -30°C, in keeping with Ha Kus Teyea
		5. Any applicant may appeal any housing related decision by TTC to the Housing Committee (see section 7.1).

* 1. **Subletting**
		1. The Tenant agrees not to sublet the Premises without the written consent of the Landlord (the Director of Capital and Infrastructure).
		2. Periods of subletting that exceed 4 months will need to be reviewed by the Housing Committee and approved by the Director of Capital and Infrastructure subject to Housing Committee recommendations on terms and conditions. The original RTA holder continues to be responsible during any subletting period. The party subletting must sign an RTA agreeing to abide by its terms and conditions.
		3. Units that have been sublet will be inspected periodically at the discretion of the Director of Capital and Infrastructure.
	2. **Home Ownership Option**

2.11.1 TTC may grant the tenant an option for homeownership under the following conditions for greater detail refer to Appendix H Home Ownership Flow Chart:

1. the tenant is a TTC citizen; and
2. the unit is a detached, single unit; and
3. the unit is on a legally survey lot; and
4. the unit mortgage / loan has been paid in full; and
5. the tenant has no arrears with TTC; and
6. the tenant has occupied the unit for a minimum of five years; and
7. the tenant is able to demonstrate the capacity to pay for all costs associated with home ownership; and
8. the tenant has demonstrated knowledge and completed mandatory training courses on homeownership as provided by the Capital and Infrastructure Department; and
9. the tenant be willing to comply with all applicable TTC laws, regulations and policies.

2.11.2 To apply for homeownership the tenant shall:

1. Fill out required application and
2. meet with the Capital office Manager to complete an affordability analysis in order to confirm their ability to manage the costs associated with homeownership ( maintenance, insurance, etc); and
3. If needed sign up for homeownership training courses; and
4. Be required to accept process; and
5. Surrender his or her Housing Grant allocation or eligibility in exchange for unit

2.11.3 Where an application is incomplete and/or the applicant does not meet the eligibility requirements as set out in this policy, the Capital Infrastructure Department shall notify the applicant in writing and/or by phone within 5 working days of the application review. At the applicant’s request, the Capital Infrastructure Department will provide assistance to the applicant to strengthen the application for submission at a later date.

2.12 Offering of Home Ownership

The Capital Office Manager shall schedule a meeting with the housing committee to select a homeowner for the available unit. The Capital Office Manager shall submit the eligible applications and supporting housing needs assessments to the housing committee for review. The housing committee shall review the information and identify their recommendations and approval for Home Ownership.

After the Housing Committee has approved the applicant for homeownership, the Capital and Infrastructure Office Manager shall contact the applicant by phone and in writing, using the contact information provided in the application, within five (5) working days of being approved for homeownership.

The applicant shall have five (5) working days to confirm acceptance of the unit and to make arrangements for an in-person meeting with the Capital and Infrastructure to sign the required documentation.

2.13 Applicants Not Offered Homeownership

The Capital and Infrastructure Manager shall contact all applicants by way of letter who were not offered the homeownership of the unit.

**PART 3: HOUSING GRANTS**

**Definition:** Housing Grants can be used for construction, purchase or renovation.

* 1. **Policy**
		1. TTC’s vision is that in the near future all TTC Citizens enrolled under TTC’s Final Agreement will have adequate housing. TTC supports in principle Citizens building or purchasing their own houses on TTC Settlement Lands.
		2. Housing Grant - The amount of the grants will be set according to the budget and other priorities of TTC. Grant recipients from previous years will not be eligible for any compensation if the amount of the grant changes. The Grant amounts will be reviewed annually subject to available funding, and may change to reflect TTC priorities or financial circumstances.
		3. The Housing Grant is used for the construction, purchase or renovation of a home. The grant or a portion thereof may be used as equity for purposes of financing the project.
		4. A Citizen may only receive a Housing Grant once in their lifetime. Citizens who have received substantive renovations or who have lived rent free for ten years in a TTC unit, **may** be deemed to have received a grant as recommended by the Director of Capital Infrastructure and Housing Committee to Management Board. This will be determined by the Housing Grant Assessment Point System on a case by case basis. (Appendix I). If Management Board makes any such decision then the Citizen is no longer eligible for a Housing Grant.
		5. The objective of the Housing Grant is to create opportunities for TTC Citizens to build, purchase or renovate their own homes by financially assisting those eligible. The financial assistance granted is limited and therefore Grants will be allocated to those who demonstrate the ability and willingness to contribute their own resources to ensure completion of the home. Grants will be limited to the cost of construction, purchase or renovation in cases where the standard grant exceeds actual costs. Grant recipients must commit to home ownership.
		6. The Housing Committee in conjunction with Capital and Infrastructure Department (DCI) applies selection criteria to applications, determining the relative merit of the applications and selects the successful grantees. Unsuccessful but eligible applicants are placed on an interest list in preparation for the next opportunity to have their applications evaluated.
		7. The following Procedures are intended to guide the allocation of Housing Grants so that all citizens are dealt with consistently and fairly.
		8. Eligibility Criteria *-* In order to be eligible for a housing grant, a person must:
1. be a registered Citizen;
2. be nineteen (19) years of age or older;
3. not be in arrears on any debt to TTC or a repayment plan is in place and being honored
4. have a lease or certificate of grant of allocation on Settlement Land;
5. be able to demonstrate the capacity to complete the construction, purchase or renovation through personal resources or skills or approval for a loan from a bank; and
6. not have received or deemed to have received a Housing Grant before; and
7. have completed a home maintenance training course.
	* 1. Fulfillment of all of the Eligibility Criteria is mandatory. If any of the Eligibility Criteria are not fulfilled then the application will not be further assessed and will be rejected.
		2. The Procedures for allocating the Housing Grant are divided into the following steps:
8. Advertisement
9. Application Process
10. Department of CI Assessment
11. Housing Committee Allocation
12. Management Board Approval
13. Contribution Agreement

* 1. **Advertisement**
1. The Grants shall be advertised once a determination of available grant funds has been made, such that assessment and allocation can occur in 2 months in advance of the building season.
	1. **Application Process**

3.3.1 Citizens will demonstrate their interest in acquiring a Grant by completing and submitting an application on the TTC prescribed form for a Grant.

3.3.2 At the time the Application is submitted to the Capital Office Manager it will be assessed for completion. Applicants will receive a letter acknowledging receipt of the application and acceptance or notification of missing information.

* 1. **Assessment and Allocation Process**
		1. The Housing Committee with assistance as required from the Department of Capital and Infrastructure and the Department of Finance Accounts Receivable Officer shall assess all applications in a consistent, fair and unbiased manner following the general procedures and processes described below.

* + 1. The Director of Capital and Infrastructure will complete an assessment using the Housing Grant Assessment Point System (See Appendix I). The Housing Committee will review the Assessment results and direct the allocation of the Housing Grant accordingly.
		2. A notification letter signed by the Housing Committee Chair for the Housing Grant shall be provided to all applicants within five (5) working days of the Housing Committee meeting at which the decision was made informing them of approval or denial. Information on appeals can be found in section 7.1.
		3. The notification letter to deferred applicants shall clearly state the requirement to update his/her application annually in writing by:
		4. confirming continuing interest
		5. advising of any changes in personal circumstances from the original application
		6. detailing any new steps taken in preparation for home construction/renovation/purchase.
	1. **Housing Grant Contribution Agreement**
		1. Approved applicants shall sign a Housing Grant Contribution Agreement once their application has been approved.
		2. Monitoring of Construction/Renovation

TTC will assist and provide oversight in all phases of the construction in accordance with normal practices at the discretion of the Director of Capital. The contractor will coordinate the regulatory inspection times of the inspectors.

* + - 1. The recipient of a Grant will be required to keep a ledger that details purchases and work completed. A photocopy of the diary is to be submitted as required to the Capital and Infrastructure designate, until the last progress payment has been issued and fully accounted for and an occupancy permit has been issued and all the deficiencies addressed. .
		1. Payment of Grant

No monies shall be released by the Department of Finance to the Citizen until a Contribution Agreement has been approved by TTC and signed by the Grant recipient. The contractor and Department of Capital and Infrastructure or designate sign off on inspection reports. The Department of Finance will review the inspection report, compare it to the contribution agreement appendices and payments will be made accordingly. Payments will occur based on the completed appendices in the Contribution Agreement. The above payment schedule will include a 10% hold back until the unit receives an occupancy permit and all deficiencies have been rectified. .

* + 1. Best Efforts to Preferentially Hire

 TTC encourages grant recipients to solicit pricing and references from local contractors, and where practicable, economical and reasonable; make best efforts to use local Citizens, or spouses of Citizens, who:

* + 1. are qualified to carry out the job required; or
		2. are currently enrolled in a recognized apprenticeship or training program; or
		3. have a demonstrated and proven ability to carry out the specific job required; and
		4. have provided an estimate which is competitive with other contractors for similar jobs.

**PART 4: DE FACTO OWNED UNITS**

* 1. **Introduction**
		1. The TTC objective is to see all Citizens move towards home ownership.
		2. De facto owned units have some element of ownership by the occupant that hasn’t been completed ( e.g., missing land allocation or certificate of ownership, or a purchase agreement) and TTC either does not have any interest or may be willing to transfer their interest.
		3. The TTC Land and Resources Act prohibits the occupation of Settlement Land without formal authorization from TTC. Therefore, De Facto unit occupants who choose not to move to home ownership must become a renter. Citizens moving to home ownership must apply to TTC Lands for either an Allocation or a Lease.
		4. TTC Capital and Infrastructure will not provide any services to De Facto Units.

**4.2 Formalization of Home Ownership**

4.2.2 Tenants in De Facto units will be offered the opportunity to own the units in exchange for their Housing Grant, provided they complete the home ownership process. TTC will assess each unit to determine the appropriate course of action.

**4.3 Certification of Non-Interest in a House**

4.3.1 TTC anticipates formally renouncing or transferring any claim to an interest in a house under the following circumstances:

* 1. It has been reasonably determined, to the extent possible, that no person other than the applicant has an legitimate interest in the house;
	2. The prospective Home Owner(s) has a lease or Certificate and Grant of Allocation for the land upon which the house is located.
	3. All debts owed to TTC by the applicant have been paid or are being paid through an approved repayment plan;
	4. TTC will issue a certification that it holds no interest in the house.
	5. The Housing Committee with confirmation from the Lands and Resources Department will make a recommendation to the Executive Council that has been supported by a legal review to issue this House Release of Interest.
	6. TTC has no responsibility for the maintenance, repair or care for the subject house.
	7. The homeowner is fully responsible for the operations and maintenance of the house, for insurance, taxes or fees, utilities, repairs and replacement if necessary.
	8. Any amount owing to TTC for its’ interest has been paid ( Appendix Price Adjustment Form)

**PART 5: RENOVATIONS ASSISTANCE PROGRAM**

**5.1 Introduction**

5.1.1 The Renovations Assistance Program is designed to assist Elders with their home renovations and Citizens in need of Emergency home repairs. The Renovation Assistance Program described in this policy is separate from the Residential Rehabilitation Assistance Program (RRAP) offered through the Canada Mortgage and Housing Corporation (CMHC). The Department of Capital and Infrastructure will assist applicants with those applications.

5.1.2 All applicants will be dealt with consistently and in accordance with this policy.

5.1.3 There are two sections to the Renovation Assistance Program in this policy: Elders Renovations or Repairs and Emergency Home Repairs.

**5.2 Elders Renovations or Emergency Repairs**

5.2.1 The purpose of this fund is to ensure Elders can remain in their homes as long as possible by ensuring safe and accessible houses. Teslin Tlingit Elders living on Settlement land can access this fund, subject to availability of funds and normal TTC expenditure approval processes.

5.2.2 Elders may apply to the Department of Capital and Infrastructure on an as needed basis. Elders will demonstrate their interest in a renovation or repairs to their home by submitting the Renovation Assistance Program Application. Health and Social Home Care staff must advise Capital of needed renovations and Capital must assist in completing the applications. Renovation Assistance Program Application. The Application must include:

* + 1. Description of the repair required;
		2. Location of the unit;
		3. A cost estimate of the repair
		4. Type of house; and
		5. Names of the contractors who will be completing the renovations, if known.
		6. Assessment and Allocation
			1. The Department of Capital and Infrastructure will inform the Housing Committee of the application and at the next scheduled meeting the Housing Committee will review the application.
			2. The Housing Committee with help as needed from the Department of Capital and Infrastructure will assess all applications using the Renovations Assistance Program Assessment Criteria and make appropriate recommendations to DCI.
			3. The responsibility for covering the cost of renovations or repairs will be guided by the Elders Benefit Policy.
	1. **Emergency Home Repairs**
		1. Adult TTC Citizens who own their homes and find themselves in need of an emergency repair may access this fund.
		2. Applicants who receive emergency repairs will be required to enter into a repayment agreement program with TTC as soon as the repairs are completed.
		3. Emergency home repairs are defined as any defect which puts the health, safety or security of a homeowner or third party at immediate risk or which affects the structure of the building. Examples include but are not limited to:
1. Blocked flue to open fire or boiler;
2. Blocked toilet which will not flush (where there is no other toilet in the property);
3. Blocked foul drain, septic field, soil pipe or toilet (where there is no other toilet on the property);
4. Total loss of heating or hot water during the heating season from September 15th to May 15th;
5. Serious water leak;
6. Unsafe electrical fittings e.g. exposed wiring;
7. Insecure external window, door or lock;
8. Unsafe stairs; and
9. Roof leak.
	* 1. Application Process
			1. Homeowners may apply to the Department of Capital and Infrastructure on an as needed basis if they lack the necessary resources to deal with the situation.
			2. Homeowners requiring emergency repairs must contact the Department of Capital and Infrastructure after hours phone number (867) 334-6957 if the emergency occurs after work hours and during the day applicants can phone (867) 390 – 2532 ext.394.
			3. If the Director of Capital and Infrastructure deems the situation an emergency, the Director will immediately take or direct appropriate action.

**PART 6: SERVICING NON-RENTAL UNITS**

* 1. **General**

The Department of Capital and Infrastructure may provide assistance to homeowners on Settlement Land on a fee for service basis as scheduling permits.

(If an Elder resides in a unit, Services will be provided in accordance with TTC’s *Elders Benefits Policy). Capital to provide chart of fees*

**PART 7: APPEAL PROCESS**

Any applicant may appeal a housing decision by writing a letter to the Director of Capital and Infrastructure. The Director will review the appeal with Housing Committee Chair and the applicant and make a decision.

If the applicant does not agree with the decision, they can then write to the Executive Director advising of the reasons for the appeal. The letter must be received within 30 days of the applicant of the decision being appealed. After 30 calendar days have passed, the decision in question can no longer be appealed.

Within 10 working days of receiving the letter, the Executive Director will:

-review the appeal with DCI staff and HC. The appellant may be required to attend a meeting or phone in to a meeting at this stage.

-make a decision regarding the appeal, and

-advise the applicant in writing of the appeal decision and the reasons for it as well as any action taken

If the applicant accepts the decision of the Executive Director, the appeal process is considered complete. If the applicant does not accept the decision of the Executive Director, they must submit another appeal letter to the TTC Executive Council within 10 days of receiving the Executive Director decision letter.

Within 10 calendar days of receiving the second appeal letter, the TTC Executive Council will address the appeal at a duly convened meeting. The applicant will be advised of the decision made by Executive Council within 10 days. The decision of the Executive Council is **final.** The applicant has a right to present his/her case in person to the Executive Council. HC will have the right to present their case to the Executive Council.

If the Executive Council rules in favor of the appellant, and the decision overrules existing policy; the policy must be promptly revised. Once the Administrative Tribunal is established, appeals will be referred to the Tribunal instead of EC.

**PART 8: AMENDMENTS**

The Policy shall remain in effect until such time as it is officially amended.Amendments shall become official when approved by Executive Council and shall be in effect forthwith. Any changes made to the Policy that have not been approved by the Executive Council are invalid. Should a ruling be made in favour of an appellant by the Executive Council, and the decision overrules existing policy, the policy in question shall immediately be rewritten by the DCI to reflect the ruling. The rewritten policy shall then be submitted to the next Executive Council meeting for approval. In the event that an applicable law is passed or amended resulting in the Policy being inconsistent with that law, the policy shall immediately be rewritten to reflect such law and submitted to the next Executive Council meeting for approval.

**PART 9: APPENDICES**

1. Ha Kus Teyea Declaration
2. Housing Committee Terms Of Reference and Oath
3. Structure of TTC
4. Rental Tenancy Agreement
5. Rental / Home Ownership Application
6. Rental Housing Allocation Point System
7. Eviction Process
8. Housing Grants Application
9. Housing Grant Allocation Point System
10. De Facto Owned Units Home Ownership Process
11. Price Adjustment Form
12. Home Ownership Transfer Agreement
13. Renovations Assistance Program Tools
14. Renovations Application
15. Renovations Assistance Program Criteria