huu ay aht

ANCIENT SPIRIT, MODERN MIND

RENTAL HOUSING REGULATION

OFFICIAL CONSOLIDATION
Current to February 8, 2024

Provisions of the *Financial Administration Act*, HFNA 7/2011
relevant to the enactment of this regulation: section 81.

REGISTRY OF LAWS CERTIFICATION

I certify that the *Rental Housing Regulation* was passed by Executive Council on:

Chief Councillor, Robert Dennis

I certify that the *Rental Housing Regulation* is enacted as law on:

Ta'yii Hawilth, Derek Peters

I certify that the *Rental Housing Regulation* came into force on:

January 11, 2022

Acting Law Clerk, Vanessa Sabbas

REGISTRY OF LAWS CERTIFICATION

I certify that the *Housing Regulations Amendment Regulation, 2024* was passed by Executive Council on:

February 8, 2024

Chief Councillor John Jack

I certify that the *Housing Regulations Amendment Regulation, 2024* is enacted as law on:

February 8, 2024

Theresa Nookemus on behalf of the Ta'yii Hawilth

I certify that the *Housing Regulations Amendment Regulation, 2024* came into force on:

February 8, 2024

Coraleah Bauer, Law Clerk

RENTAL HOUSING REGULATION

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SCHEDULE A

PART 1 - PRELIMINARY

Definitions

1 In this regulation:

"**applicant**" means a person who applies for Huu-ay-aht housing;

"**deep subsidy unit**" means a subsidized housing unit designated by the Executive Director under section 5 for occupancy by a tenant with a deep subsidy income;

"**deep subsidy income**" means an income no greater than an amount determined from time to time by the Executive Director and includes the amount of income received by a person in receipt of social assistance benefits;

"**dependent**" means a minor, an adult child under the age of 26 enrolled in full-time education, a disabled adult, or an elder unable to live independently without the support of another member of the household;

"**designation**" means the designation of a unit by the Executive Director under section 5;

"**disabled adult**" means a person in receipt of a disability pension;

"**elder**" means an eligible individual who is 60 years of age or older;

"**elder housing unit**" means a Huu-ay-aht housing unit designated by the Executive Director under section 5 for occupancy by an elder;

"**eligible individual**" means a person who is not an excluded individual and is either a Huu-ay-aht citizen or a person whose family unit includes a Huu-ay-aht citizen;

"**excluded individual**" means a person who is prohibited from occupying or being a guest in Huu-ay-aht housing under section 10;

"**family unit**" means a group of related people forming a distinct economic unit who live together or, in the case of applicants, intend to live together if their application is approved;

"**calendar month**" means the period beginning on the first day of the month and ending on the last day of the month;

"**housing funding agreement**" means any agreement entered into by or on behalf of Huu-ay-aht with an outside funder, such as the Canadian Mortgage and Housing Corporation or BC Housing

"**Huu-ay-aht housing**" means rental housing operated by the housing authority;

"housing authority" means the body established by the Legislature in accordance with section 30 or any other person or entity designated as the housing authority by Executive Council in accordance with section 35 (2);

"household" means the person or persons who together occupy or apply to occupy a Huu-ay-aht housing unit;

"**housing need categories**" means the categories set out in section 7;

"**income**" means total income before tax from all sources as calculated in accordance with housing authority policy;

"**non-subsidized housing**" means Huu-ay-aht housing for which the tenant does not receive a rent subsidy;

"**maximum eligible income**" means a household income, 30% of which is greater than the non-subsidized rent for a unit of appropriate size for the household;

"**moderate subsidy income**" means an income greater than a deep subsidy income and less than the maximum eligible income;

"**moderate subsidy unit**" means a unit designated by the Executive Director under section 5 for occupancy by a tenant with moderate subsidy income;

"**National Occupancy Standard**" means the National Occupancy Standard developed by the Canada Mortgage and Housing Corporation;

"**priority list**" means the list of tenants maintained in accordance with section 6;

"***Residential Tenancy Act (BC)***" means the *Residential Tenancy Act,* SBC 2002, c. 78;

"***Residential Tenancy Regulation (BC)***" means the *Residential Tenancy Regulation,* BC Reg 477/2003;

"**size**" when used in reference to a unit, refers to the number of bedrooms in the unit;

"**subsidized housing**" means Huu-ay-aht housing that is occupied by a tenant who was required to demonstrate that the tenant, or another proposed occupant, met eligibility criteria related to income, number of occupants, health or other similar criteria before entering into the tenancy agreement and whose rent is subsidized;

"**suitable occupancy**" means that the number of people living in the unit does not exceed the National Occupancy Standard and there are no empty bedrooms in the unit;

"**tenancy agreement**" means the agreement between the tenant and the Huu-ay-aht referred to in section 28;

"**tenant**" refers to a tenant or a household of tenants in Huu-ay-aht housing, as applicable;

"**unit**" when using in relation to housing, refers to a unit of Huu-ay-aht housing intended for habitation by a single household.

Application

2 This regulation applies to all rental housing on Treaty Lands and to Huu-ay-aht housing wherever situated.

***Residential Tenancy Act* application and exemptions**

3 (1) The housing authority is a "public housing body" for the purposes of section 49.1 of the *Residential Tenancy Act (BC)*.

(2) Sections 2, 6 and 7 of the Schedule to the *Residential Tenancy Regulation (BC)* do not apply to tenancy agreements respecting subsidized housing units operated by or on behalf of the Huu-ay-aht.

PART 2 - RENTAL OF HUU-AY-AHT HOUSING UNITS

Qualified applicants

4 (1) In this Part,

"**continue to qualify**" means the tenant would, in the view of the housing authority, be a qualified applicant if their application were considered at the time a subsidy is provided;

"**qualified applicant**" means an eligible individual,

(a) who has applied for Huu-ay-aht housing in accordance with section 9;

(b) who is not excluded under section 10;

(c) whose application the housing authority has not declined to further consider under section 11;

(d) in the case of a non-subsidized unit, whose application would not result in occupation of a unit that exceeds the National Occupancy Standard; and

(e) in the case of a subsidized unit,

(i) whose income aligns with the unit's designation, and

(ii) whose application would result in suitable occupancy of the unit.

(2) Where the applications of otherwise qualified applicants would not result in suitable occupancy of an available unit, the housing authority may encourage otherwise qualified applicants to reside together if their combined applications would result in suitable occupancy of that unit.

Designation of housing stock

5 (1) The Executive Director will designate some or all Huu-ay-aht housing units as moderate subsidy units, deep subsidy units, non-subsidized units or employee housing units on the basis of all of the following:

(a) the requirements of any housing funding agreements,

(b) available budget,

(c) existing tenancies,

(d) the recommendations of the Citizen Development Committee and the Finance Committee,

(e) community need,

(f) any other factors the Executive Director considers appropriate.

(2) In addition to any designation under subsection (1), the Executive Director may also designate units as elder housing after considering the factors set out in subsection (1).

Priority list

6 (1) The housing authority will maintain a priority list of tenants whose current units do not align with their income level or household size.

(2) Tenants may only be added to the priority list in accordance with sections 21 to 23.

Housing need categories

7 The housing need categories are, from highest priority to lowest:

A	Applicants facing a severe risk to health and/or safety, such as homelessness or living in a homeless shelter.
B	Applicants with serious health, medical or social needs, such as risk of homelessness, fleeing domestic abuse, living in severely inadequate housing or transitioning to a more independent living situation.
C	Applicants whose housing need is moderate compared with the two previous categories, such as living in temporary or inadequate accommodation.
D	Applicants with a specialized housing need or low housing need, such as living in marginally crowded housing.
E	All others.

Posting notice of available housing units

8 (1) The housing authority will give public notice of an available Huu-ay-aht housing unit at least 14 days before allocating the unit.

(2) Public notice under subsection (1) will include:

(a) the size of the unit;

(b) the rent for the unit;

(c) if applicable, the subsidy designation for the unit;

(d) if applicable, that the unit is designated as an elders housing unit;

(e) the date the unit will be available; and

(f) the application process in respect of the unit, including the deadline for submitting an application.

(3) For greater certainty, units are only considered available for the purposes of subsection (1) if they are not allocated to applicants on the priority list.

Application for housing

9 (1) An eligible individual may apply for non-subsidized housing by filling out the form provided by the housing authority and returning it to the housing authority.

(2) An eligible individual may apply for subsidized housing by filling out the form provided by the housing authority and returning it to the housing authority, provided their income does not exceed the maximum eligible income.

Excluded individuals

10 (1) In no circumstances may a person occupy Huu-ay-aht housing if that person

(a) is subject to an exclusion order issued under the *Community Safety Act,* HFNA 4/2021, or

(b) has outstanding charges or convictions for possession of child pornography or sexual interference with a minor.

(2) The housing authority will not allow an excluded individual to occupy Huu-ay-aht housing.

Screening criteria

11 (1) The housing authority must decline an application if the applicant or any member of their household is an excluded individual.

(2) The housing authority may decline to further consider an application for Huu-ay-aht housing if any of the following apply:

(a) the applicant has an unsatisfactory tenancy history,

(b) the applicant provides false or fraudulent information,

(c) the applicant fails to provide documents as requested, or consent as needed to verify information provided and to determine eligibility,

(d) the applicant is unable to demonstrate an ability to pay rent and/or failure to apply for and receive income from income programs, such as, but not limited to, the Ministry of Social Development or the Canada Pension Plan,

(e) the applicant owes a debt to another provider of subsidized housing in BC,

(f) the applicant is unable to live independently with supports,

(g) the applicant has demonstrated unacceptable behaviours either in relation to a tenancy or in the community at large that may threaten the health, safety or right of peaceful enjoyment of a community by others,

(h) the applicant is engaging in or has a history of criminal activity that may threaten the health, safety or right of peaceful enjoyment of the community by others, including the manufacturing or production of illegal drugs,

(i) the applicant is determined to be not suitable for the unit in accordance with housing authority policy,

(j) the applicant is not an elder and the unit is designated as an elder housing unit.

(3) The housing authority may decline to further consider an application for subsidized housing if the applicant deliberately worsened their housing situation.

Non-subsidized housing tenant selection

12 (1) The housing authority will first allocate non-subsidized units to applicants on the priority list in the following order

(a) applicants whose households have ceased to meet the National Occupancy Standard for their units because of one of the reasons set out in section 23 (2),

(b) applicants living in subsidized units who have ceased to qualify for those units because of an increase in income.

(2) After allocating units under subsection (1), the housing authority will allocate available non-subsidized units to qualified applicants.

(3) When allocating units under subsection (2), if there are more qualified applications than there are available units the housing authority will conduct a lottery in accordance with section 14 to allocate the available unit or units.

(4) In allocating units under this section, the housing authority must also ensure alignment between any funding or other agreements in respect of specific units.

(5) Once the housing authority has allocated a unit under this section, the housing authority will offer a tenancy agreement to the applicant.

Subsidized housing tenant selection

13 (1) The housing authority will first allocate subsidized units to applicants on the priority list in the following order

(a) applicants whose households have ceased to meet the National Occupancy Standard for their units because of one of the reasons set out in section 23 (2),

(b) applications for moderate subsidy units from applicants living in deep subsidy units who have ceased to qualify for those units because of an increase in income.

(2) After allocating units under subsection (1), the housing authority will allocate available subsidized units to qualified applicants.

(3) When allocating units under subsection (2), if there are fewer available units of a particular size and designation than there are qualified applicants for those units, the housing authority will prioritize the qualified applicants in accordance with the housing needs categories.

(4) If, in applying the housing needs categories under section (2), the housing authority determines that there are fewer available units than qualified applicants in the same housing needs category, the housing authority will allocate each available unit by conducting a lottery in accordance with section 14 amongst the qualified applicants.

(5) In allocating units under this section, the housing authority will ensure alignment between

(a) unit designation and applicant income, and

(b) the applicants and the requirements of any funding or other agreements in respect of specific units.

(6) Once the housing authority has allocated a unit under this section, the housing authority will offer a tenancy agreement to the applicant.

Lottery process

14 To allocate a Huu-ay-aht housing unit by lottery, the housing authority must

(a) place the names of the qualified applicants on separate pieces of paper of uniform size and shape in a receptacle that ensures the pieces of paper cannot be seen when a draw is made;

(b) in the presence of the Tyee Hawiilth or a respected citizen designated by the Tyee Hawiilth, draw one piece of paper from the receptacle; and

(c) allocate the unit to the applicant whose name appears on the paper drawn under paragraph (b).

Setting non-subsidized rents

15 (1) The Executive Director will set the non-subsidized rent for each unit based on all of the following:

(a) the cost to the Huu-ay-aht of providing that unit,

(b) available budget,

(c) the terms of any applicable housing funding agreements,

(d) any other factor the Executive Director considers relevant.

(2) The non-subsidized rent for a unit will not exceed the market rent for that unit as determined by the Executive Director based on available data regarding rents in comparable markets.

(3) During a tenancy in a non-subsidized unit, the rent for that unit will increase annually on the anniversary of the tenancy to the lower of the maximum allowed under the *Residential Tenancy Act (BC)* or the amount set by the Executive Director under subsection (1).

(4) The housing authority will give notice of the new rent rate for each non-subsidized unit to the tenants of that unit at least three (3) full calendar months in advance of the date on which the increase is effective.

Rents for subsidized units

16 (1) Monthly rent for subsidized units will be calculated as follows:

(a) households with at least one working tenant will pay 30% of their average monthly income for the previous year,

(b) pensioners will pay 15% of their average monthly income for the previous year,

(c) tenants receiving social assistance will pay the shelter portion of their social assistance less the monthly heat allowance rate applicable to their unit size as determined by the housing authority from time to time.

(2) Subject to subsection (3), where tenants from the same family unit have income from more than one source, the household will pay 30% of the total income from all members of the family unit.

(3) Where a family unit includes both pensioners and non-pensioners, the household will pay 30% of the total income from non-pensioners and 15% of the total income from pensioners.

(4) Where a household is made up of tenants who do not form a single family unit, then each tenant or family unit will be assessed rent according to the formula outlined in subsections (1) – (3).

(5) Despite subsections (1) – (4), in no case will the total rent for a subsidized unit exceed the non-subsidized rent for that unit.

(6) Despite subsections (1) – (5), monthly rent for any subsidized unit that is the subject of a housing funding agreement will be set in accordance with the terms of that agreement.

HFNR 1/2024, s.1 (2)(a).

Periodic rent adjustments

17 (1) In this section, "**permanently decreases**" means a significant and permanent decrease below the tenant's income for the previous year that is inconsistent with the tenant's historic employment pattern.

(2) The housing authority will decrease the rent of a subsidized unit if

(a) a tenant's income permanently decreases,

(b) the tenant applies in writing to the authority and provides written documentation satisfactory to the housing authority verifying the reduction in that income, and

(c) the tenant has exhausted any emergency rent assistance available under section 19.

(3) If a tenant's rent is decreased under subsection (2),

(a) the housing authority will give notice of the rent decrease to the tenant as soon as practicable, and

(b) the rent decrease is effective the next time the tenant pays rent.

(4) If a tenant's rent is decreased under subsection (2) and the tenant's income subsequently increases, the tenant must notify the housing authority immediately and the housing authority will increase the unit's rent accordingly.

(5) If a tenant's rent is increased under subsection (4), the housing authority will give notice of the rent increase to the tenant as soon as practicable and the rent increase is effective no less than one full calendar month after the notice is given.

(6) If a tenant whose rent has been reduced under subsection (2) fails to give notice to the housing authority in accordance with subsection (3), the housing authority may terminate the tenancy of that tenant and their household.

(7) If a new tenant is added to an existing tenancy agreement for a subsidized unit, the housing authority will adjust the rent of the unit in accordance with section 16.

Adding a tenant to an existing tenancy agreement

18 (1) Huu-ay-aht housing may only be occupied by people who have signed a tenancy agreement and their dependents.

(2) Tenants must advise the housing authority immediately if they wish to add a new tenant to an existing tenancy agreement.

(3) The housing authority will not add a new tenant to an existing tenancy agreement if

(a) the proposed tenant is excluded from occupying Huu-ay-aht housing under section 10, or

(b) the addition of the proposed tenant will result in occupancy of the unit in excess of the National Occupancy Standard.

(4) Before a proposed new tenant may be added to a tenancy agreement in respect of a subsidized unit, the proposed new tenant must provide to the housing authority

(a) their most recent notice of assessment from Canada Revenue Agency, and

(b) any other information the housing authority may require in order to assess their income.

(5) After having received the information required under subsection (4), the housing authority will calculate the new rent for the unit in accordance with section 16.

(6) The housing provider will give the tenants at least one full calendar month's notice of a rent increase under subsection (5).

Emergency rent assistance

19 (1) A tenant whose income has decreased unexpectedly and to such a degree that they are unable to meet their household expenses may apply to the Director of Community Services for emergency rent assistance.

(2) The Director of Community Services may grant emergency rent assistance to a tenant under subsection (1) for up to one (1) month in a twelve-month period.

(3) In making a determination under subsection (2), the Director of Community Services will consider all of the following:

(a) available budget,

(b) the reason for the decrease in income,

(c) the impact of not providing the emergency rental assistance on the tenant or family unit,

(d) whether other sources of funding have been exhausted, and

(e) any other factors the Director of Community Services considers relevant.

Annual income review

20 (1) By June 15 of each year, the tenant of the unit must

(a) supply their previous year's notice of assessment from Canada Revenue Agency, and

(b) provide any other information the housing authority requires in order to assess their income within reasonable timelines set by the housing authority.

(2) Subject to sections 21 to 23, if the tenant fails to provide the information set out in subsection (1) or otherwise does not continue to qualify, the housing authority will provide at least two full calendar months' notice of termination of the tenancy effective no later than September 1 of the year in which the information under subsection (1) was provided.

(3) If the tenant continues to qualify for the unit, the housing authority will give at least two full calendar months' notice of any increase in their rent effective no later than September 1 of the year in which the information under subsection (1) was provided.

Ceasing to qualify for a unit because of decrease in income

21 If the housing authority determines that a tenant's income no longer aligns with their unit's designation because of a reduction in income, and the Executive Director does not redesignate the unit in accordance with section 5, the tenant will be placed on the priority list and may remain in the unit until they are offered the opportunity enter into a tenancy agreement in respect of a unit of appropriate size and subsidy designation.

Ceasing to qualify for a unit because of increase in income

22 (1) If the housing authority determines that a tenant's income no longer aligns with a subsidized unit's designation because of an increase in income, the Executive Director will consider whether the unit may be redesignated as a non-subsidized unit in accordance with section 5.

(2) If the Executive Director redesignates a unit referred to in subsection (1), the housing authority will offer a non-subsidized tenancy agreement to the tenant.

(3) If the Executive Director does not redesignate a unit referred to in subsection (1), the tenant will be placed on the priority list and may remain in the unit until they are offered the opportunity to enter into a tenancy agreement in respect of a non-subsidized unit of the same size, or another non-subsidized unit acceptable to them.

Maximum occupancy

23 (1) If, at any time, the occupancy of a unit exceeds the National Occupancy Standard, the number of occupants will be considered unreasonable for the purposes of s. 47 (1) (c) of the *Residential Tenancy Act (BC).*

(2) Notwithstanding subsection (1), the number of occupants in a unit will not be considered unreasonable if the National Occupancy Standard is exceeded during a tenancy,

(a) but the number of people living in the unit does not increase, or

(b) because a tenant gave birth to or otherwise became the guardian of a child.

(3) The housing authority will put a household that exceeds the National Occupancy Standard for a reason set out in subsection (2) on the priority list, and the tenants may remain in the unit until they are offered the opportunity to enter into a tenancy agreement in respect of a unit of the appropriate size and designation.

Employee housing

24 (1) In this section:

"eligible employee" means an employee of a Huu-ay-aht body or Huu-ay-aht business enterprise or a contractor or employee of a contractor performing services for a Huu-ay-aht body or Huu-ay-aht business enterprise who has been designated as eligible in writing by the Executive Director;

"**employee housing**" means a Huu-ay-aht housing unit rented to an eligible employee during the term of their employment in service of a Huu-ay-aht body or Huu-ay-aht business enterprise;

"**employment**" includes the provision of services to a Huu-ay-aht body or Huu-ay-aht business enterprise.

(2) The Executive Director will develop a written policy in accordance with which units designated as employee housing will be allocated to eligible employees.

(3) The rent for employee housing will be determined by the Executive Director in accordance with section 15.

(4) The housing authority may end the tenancy of an eligible employee in respect of an employee housing unit if the employment is ended by giving at least one full calendar month's notice to end tenancy.

(5) Notice under subsection (4) must end the tenancy effective on a date that is not earlier than the last day on which the employment is ended.

Tenant ending a tenancy

25 (1) A tenant may end a tenancy agreement by giving at least one full calendar month's notice to the housing authority.

(2) If a tenant in a Huu-ay-aht housing unit gives notice to end a tenancy and there are one or more other tenants in that unit who inform the housing authority that they wish to remain in the unit, the housing authority will offer a tenancy agreement to those tenants, provided they continue to qualify for the unit.

(3) If a subsidized housing tenant under subsection (2) would continue to qualify for a unit except that the household's income no longer aligns with the unit's designation because of a reduction in income, and the Executive Director does not redesignate the unit in accordance with section 5, the tenant will be placed on the priority list and may remain in the unit until they are offered the opportunity enter into a tenancy agreement in respect of a deep subsidy unit of appropriate size.

(4) If a tenant under subsection (2) would continue to qualify for a unit except that the tenancy would not result in suitable occupancy of the unit, the tenant will be placed on the priority list and may remain in the unit until they are offered the opportunity enter into a tenancy agreement in respect of a unit of appropriate size.

Tenant obligations

26 (1) Subject to subsection (2), tenants will not permit an adult who is not a party to the tenancy agreement to occupy their unit.

(2) Tenants may allow guests to stay in their units up to a maximum of eight weeks during any 12-month period.

(3) Subject to subsection (4), a tenant in a subsidized unit must not leave the unit for a total of more than eight weeks during any 12-month period.

(4) The housing authority may approve an absence of more than a total of eight weeks during a 12-month period in extraordinary circumstances or on compassionate grounds.

(5) All members of a household must adhere to and must make every reasonable effort to ensure that their guests adhere to the terms of the tenancy agreement.

Tenant renovations

27 (1) A tenant must not renovate or make changes to a Huu-ay-aht housing unit without the prior written approval of the housing authority.

(2) If a tenant renovates or makes changes to a unit under subsection (1), the housing authority may enter into an agreement with the tenant to reduce the tenant's costs of the approved renovation or change.

Tenancy agreement

28 The housing authority will ensure that all tenants sign a written tenancy agreement that includes the terms set out in Schedule A.

Duty to keep records

29 The housing authority and Director of Community Services will keep records of all decisions made pursuant to this Part and will provide reasons for decisions made regarding an applicant or tenant upon request from that person.

PART 3 - THE HUU-AY-AHT HOUSING AUTHORITY

Huu-ay-aht housing authority

30 (1) Executive Council will, no later than August 31, 2022, take the steps necessary for the Legislature to create a Huu-ay-aht public body to administer rental housing.

(2) Executive Council will enter into an operational agreement with the body created under subsection (1) in respect of its administration of Huu-ay-aht housing.

(3) Executive Council will designate the body created under subsection (1) as the housing authority**.**

Role of the housing authority

31 The housing authority is responsible for the administration of Huu-ay-aht housing on behalf of the Huu-ay-aht, including:

(a) exercising all the powers, duties and functions of the housing authority set out in this regulation;

(b) developing policies regarding its own operations, including in respect of

(i) tenant selection and management,

(ii) calculation of tenant income,

(iii) maintenance of Huu-ay-aht housing,

(iv) safety and security, and

(v) human resource management;

(c) maintaining Huu-ay-aht housing in a state of good and safe repair;

(d) developing and implementing a process for hearing appeals of decisions made by the housing authority in relation to the provision of Huu-ay-aht housing that are outside the jurisdiction of the director under the *Residential Tenancies Act* (*BC)*; and

(e) adhering to the terms of the operating agreement with the Huu-ay-aht made in accordance with 30 (2).

PART 4 - GENERAL

Dispute resolution

32 (1) Appeals of decisions that are within the jurisdiction of the director under the *Residential Tenancies Act (BC)* will be addressed in accordance with that *Act*.

(2) Appeals of decisions made by the housing authority in relation to the provision of Huu-ay-aht housing will be addressed in accordance with the policies and procedures of the housing authority.

(3) Appeals of decisions made by Huu-ay-aht employees will be addressed in accordance with the policies and procedures of the Huu-ay-aht administration.

Debt

33 (1) Rent charges are the sole responsibility of the tenant.

(2) If rent is not paid in respect of a unit occupied by more two or more adult tenants who applied for Huu-ay-aht housing together, the amount outstanding becomes a debt owing to the Huu-ay-aht jointly and severally by the tenants.

(3) In units occupied by more than one tenant where the tenants did not apply together, each tenant is responsible for paying their own rent and if rent is not paid, the amount owed by each tenant becomes a debt owing by that individual.

Offences

34 Anyone who knowingly provides false or fraudulent information to the housing authority or Director of Community Services under sections 9 or 17 to 20 of this regulation commits an offence**.**

Transition

35 (1) Despite section 28, tenancy agreements entered into prior to the coming into force of this regulation will continue to be governed by the terms of the *Social Housing Regulation*, HFNR 2/2012 as if that regulation were still in force.

(2) Executive Council will designate a person or entity to fulfil the powers, duties and functions of the housing authority until a Huu-ay-aht public body established in accordance with section 30 has been designated as the housing authority.

Repeal and replacement

36 The *Social Housing Regulation*, HFNR 2/2012 is repealed.

Commencement

37 The regulation comes into force on the date of its enactment by Executive Council.

Schedule A
Required Terms of Tenancy Agreement

All tenancy agreements must contain the following terms:

Application of the Residential Tenancy Act (BC)

1 (1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *Residential Tenancy Act (BC)* or a regulation made under that Act, or any standard term, as modified by the *Rental Housing Regulation*, HFNR 1/2022. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.

(2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed both by the tenant and by the landlord, on behalf of the landlord. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.

(3) The requirement for agreement under subsection (2) does not apply to the following:

(a) a rent increase given in accordance with the *Residential Tenancy Act (BC)* or, where applicable, the *Residential Housing Regulation*, HFNR 1/2022;

(b) a withdrawal of, or a restriction on, a service or facility in accordance with the *Residential Tenancy Act (BC)*;

(c) a term in respect of which the landlord or tenant has obtained an order of the director that the agreement of the other is not required.

If payment of a security deposit or a pet damage deposit is required, the following provision must be included:

Pet and security deposit

2 (1) The security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the unit.

(2) The landlord must

(a) keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the *Residential Tenancy Regulation (BC)*, and

(b) repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless

(i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or

(ii) the landlord makes an application for dispute resolution under the *Residential Tenancy Act (BC)* within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.

(3) The 15-day period referred to in subsection (3)(c) starts on the later of

(a) the date the tenancy ends, or

(b) the date the landlord receives the tenant's forwarding address in writing.

(4) If the landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, the pet damage deposit, or both .

(5) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

Pets

3 Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the *Guide Dog and Service Dog Act*, SBC 2015, c.17.

Condition inspections

4 (1) In accordance with sections 23 and 35 of the *Residential Tenancy Act (BC) [condition inspections]* and Part 3 of the *Residential Tenancy Regulation (BC) [condition inspections]*, the landlord and tenant must inspect the condition of the rental unit together

(a) when the tenant is entitled to possession,

(b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and

(c) at the end of the tenancy.

(2) The landlord and tenant may agree on a different day for the condition inspection.

(3) The right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord does not perform the landlord’s obligations under sections 23 and 35 of the *Residential Tenancy Act*.

(4) A right of the tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if the tenant fails to perform the tenant’s obligations under sections 23 and 35 of the *Residential Tenancy Act (BC)*.

Payment of rent

5 (1) The tenant must pay the rent on time unless the tenant is permitted under the *Residential Tenancy Act (BC)* to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the tenant received the notice.

(2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the *Residential Tenancy Act (BC)*.

(3) The landlord must give the tenant a receipt for rent paid in cash.

(4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

Use of rental unit

6 The tenant will use the rental unit as a private residence and will not conduct or permit the conduct of any trade or business from the rental unit without the prior written consent of the landlord.

Repairs

7 (1) Landlord's obligations:

(a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.

(b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the *Residential Tenancy Act (BC)* seeking an order of the director for the completion and costs of the repair.

(2) Tenant's obligations:

(a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by that tenant. The tenant is not responsible for repairs for reasonable wear and tear to the residential property.

(b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may make an application for dispute resolution under the *Residential Tenancy Act (BC)* seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

(3) Emergency repairs:

(a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.

(b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.

(c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.

(d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing

(i) major leaks in pipes or the roof,

(ii) damaged or blocked water or sewer pipes or plumbing fixtures,

(iii) the primary heating system,

(iv) damaged or defective locks that give access to a rental unit, or

(v) the electrical systems.

Occupants and guests

8 (1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.

(2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.

(3) Despite subsection (2) but subject to section 27 of the *Residential Tenancy Act (BC) [terminating or restricting services or facilities]*, the landlord may impose reasonable restrictions on guests' use of common areas of the residential property.

(4) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved by applying for dispute resolution under the *Residential Tenancy Act (BC)*.

(5) Under no circumstances may the tenant allow an excluded individual (as defined in the *Rental Housing Regulation*) to occupy the rental unit.

(6) The following are deemed unreasonable for the purposes of subsection (1):

(a) exceeding the National Occupancy Standard,

(b) allowing a person to stay overnight in the rental unit for a total of more than eight weeks during any 12-month period.

Locks

9 (1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.

(2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.

(3) The tenant must not change locks or other means of access to:

(a) common areas of residential property, unless the landlord consents to the change, or

(b) the tenant's rental unit, unless the landlord agrees in writing to, or the director has ordered, the change.

Landlord's entry into rental unit

10 (1) For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.

(2) The landlord may enter the rental unit only if one of the following applies:

(a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states

(i) the purpose for entering, which must be reasonable, and

(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;

(b) there is an emergency and the entry is necessary to protect life or property;

(c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;

(d) the tenant has abandoned the rental unit

(e) the landlord has an order of the director or of a court saying the landlord may enter the rental unit; and

(f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

(3) The landlord may inspect the rental unit monthly in accordance with subsection (2)(a).

(4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may make an application for dispute resolution under the *Residential Tenancy Act (BC)* seeking an order of the director to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

Ending the tenancy

11 (1) The tenant may end the tenancy by giving the landlord at least one calendar month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month.

(2) This notice must be in writing and must

(a) include the address of the rental unit,

(b) include the date the tenancy is to end,

(c) be signed and dated by the tenant, and

(d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.

(3) The landlord may end the tenancy only for the reasons and only in the manner set out in the *Residential Tenancy Act (BC)* and in the *Rental Housing Regulation* and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy office.

(4) For greater certainty, the provider may end the tenancy in accordance with s. 49.1 of the *Residential Tenancy Act (BC)*.

(5) The landlord and the tenant may mutually agree in writing to end this tenancy agreement at any time.

(6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

Landlord to give tenancy agreement to tenant

12 The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

Declaration

13 (1) By signing this agreement, the tenant declares that they are not an excluded individual within the meaning of the *Rental Housing Regulation*, HFNR 1/2022.

(2) The tenant agrees that any misrepresentation in respect of subsection (1) will result in immediate termination of the tenancy agreement.

B. Tenancy agreements respecting non-subsidized housing units must contain the following terms:

Rent increase

1 (1) Once a year, the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if

there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy office.

(2) The landlord must give a tenant 3 calendar months' notice, in writing, of a rent increase.

(3) The landlord may increase the rent only in the amount set out by the *Residential Tenancy Regulation (BC)*. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy office for assistance.

(4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy office.

Assign or sublet

2 (1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this is a fixed term tenancy agreement and there are 6 months or more remaining in the term, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.

(2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may make an application for dispute resolution under the *Residential Tenancy Act (BC)*.

(3) For greater certainty, the landlord will not give consent to assign or sublet the rental unit to a person who is not an eligible individual under the *Rental Housing Regulation*, HFNR 1/2022.

C. Tenancy agreements respecting subsidized housing units must contain the following terms:

Rent changes

1 (1) The rent may change when the tenant's household income changes.

(2) The income of people occupying the unit will be included for the purpose of determining the household income.

Income verification

2 (1) The tenant agrees:

(a) To complete and sign a declaration stating the number of occupants in the residential unit, their names, birthdates, and incomes on a form provided by the landlord as required by the landlord; and

(b) To provide proof of income upon request of the landlord and as required under the *Rental Housing Regulation*, HFNR 1/2022.

(2) The tenant consents to the landlord verifying personal information where required, as defined in applicable privacy legislation, to enable the landlord to carry out its audit function.

(3) The tenant agrees to provide such information as is requested by the landlord for calculation of the rent and for auditing purposes.

Failure to disclose and misrepresentation

3 (1) If the tenant fails to disclose or misrepresents any information requested under section 2 [*income verification*] of this tenancy agreement such failure to disclose or misrepresentation will be deemed to be a material breach of this tenancy agreement and the following will apply:

(a) the landlord is entitled to recover from the tenant in contract or otherwise the difference between the rent charged and the amount of the rent that should have been charged had there been no failure to disclose or misrepresentation and this remedy is not exclusive and may be exercised by the landlord in addition to any other remedies available to the landlord in law or equity and in addition to any remedies of the landlord as set out in the tenancy agreement;

(b) money owing by the tenant to the landlord under the tenancy agreement pursuant to a court order or arbitrator's order or otherwise will bear interest at the prime rate of the Royal Bank of Canada from and including the time such money becomes payable, calculated and payable monthly until repayment both before and after judgment; and

(c) any failure by a tenant to disclose or misrepresent their income entitles the landlord to end the tenancy agreement on behalf of the landlord.

Assign or sublet

4 (1) The tenant may not assign or sublet the rental unit to another person or otherwise part with possession of the whole or part of the unit.

(2) Only the persons named in the tenancy agreement have a right to occupy the rental unit.