

# RENTAL HOUSING PROGRAM HANDBOOK



PROVIDING  
OPPORTUNITIES FOR  
OUR CITIZENS TO HAVE  
A HOME



CHAMPAGNE AND AISHIHIK FIRST NATIONS

THIS HANDBOOK PROVIDES AN OVERVIEW OF CHAMPAGNE AND AISHIHIK FIRST NATIONS (CAFN) RENTAL HOUSING PROGRAM.

For detailed information on the program or to obtain a copy of the Rental Housing Program Policy, please contact property services at 867-634-4200 or visit our website:

[CAFN.CA](http://CAFN.CA)

## WE ARE HERE TO HELP!

CAFN is committed to providing information and support to tenants. If you have any questions about the Rental Housing Program Policy or your lease agreement, please contact Property Services at 867-634-4200.

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# ELIGIBILITY

To be eligible for a CAFN rental-housing unit you must:

- » Be 18 years of age or older;
- » Be a registered Citizen of Champagne and Aishihik First Nations (CAFN);
- » Complete an application for rental housing;
- » Have no arrears or outstanding payments on accounts with CAFN; and
- » Meet all other eligibility requirements as confirmed in the Rental Housing Program Policy.

\* An applicant who is not a registered Citizen may be eligible for rental housing when a rental-housing unit is identified as available to non-Citizens.



# THE RENTAL AGREEMENT

After you have accepted an offer of a rental unit you are required to sign a rental agreement. This is a contract between you (the tenant) and CAFN (the landlord); the agreement confirms your and CAFN's rights and responsibilities.

Before moving into the rental unit, a representative of Property Services will meet with you to explain the rental agreement and the Rental Housing Program. Read the Agreement carefully or have someone with you that can help. If you are unsure of anything, ask for more information - be sure to understand what the rental agreement says before you sign it!

The agreement is administered in accordance with the *Yukon Landlord and Tenant Act*, the CAFN Rental Housing Policy and other applicable CAFN laws and regulations.



# BEFORE MOVING IN

Before you move into the rental unit you will:

- » Meet with staff from Property Services to review the rental agreement and learn about your responsibilities and CAFN responsibilities;
- » Sign the rental agreement;
- » Pay the first month's rent and the security deposit equal to one month's rent;
- » Create a Yukon Energy or ATCO Electric account in your name; and
- » Attend a move-in inspection to confirm the condition of the home before you move in and also learn about certain items such as the furnace, plumbing and fire safety systems.



# RIGHTS AND RESPONSIBILITIES

If you move into a CAFN owned rental unit, your rights as a tenant are protected under the *Yukon Residential Landlord and Tenant Act*. The Act confirms the rights and responsibilities of you (the tenant) and CAFN (the landlord).

As a tenant, you are responsible for following the conditions of your rental agreement, which includes paying rent and keeping the unit in good condition. CAFN, through the Department of Property Services, is responsible for ensuring that your rental unit is safe and secure.

YOU CAN FIND OUT MORE ABOUT THE *LANDLORD AND TENANT ACT* BY CONTACTING THE RESIDENTIAL TENANCIES OFFICE IN WHITEHORSE AT 867-667-5944 OR VISITING THE GOVERNMENT OF YUKON'S RESIDENTIAL TENANCIES OFFICE WEBSITE.



# KEY RESPONSIBILITIES OF PROPERTY SERVICES:

- a. Deliver and administer the rental housing program by applying and enforcing the program policy and guidelines;
- b. Ensure rental housing applications are complete prior to submitting to the CAFN Housing Committee for review;
- c. Make final selection of tenant based on CAFN's Housing Committee recommendations;
- d. Maintain minimum rental standards to ensure rental units and residential properties are safe, sanitary and fit for human habitation;
- e. Carry out or oversee cost-effective repairs and maintenance that are CAFN's responsibility;
- f. Plan and carry out community meetings on housing programs or services;
- g. Provide information and guidance for tenants who require assistance in understanding and assuming their housing responsibilities; and
- h. Provide information on housing activities and initiatives to Citizens and tenants on a regular basis (i.e. through CAFN newsletter, website, etc.).

# KEY RESPONSIBILITIES OF THE TENANT:

- a. Sign a lease agreement and meet the conditions of the agreement which include, but are not limited to paying the monthly rent, other housing charges, repairing tenant damage and keeping the unit and property free of health and safety hazards;
- b. Pay the rent in full to CAFN on the 1st day of each month unless otherwise arranged (i.e. through payroll deduction). If your monthly rent payment is not paid in full on the 1st, then your account is in arrears.
- c. Notify Property Services of any maintenance or repairs needed in the unit;
- d. Inform Property Services of all planned absences from the unit (refer to pages 18-20 Planning to Be Away);
- e. Not interfere with or disturb a neighbouring occupant and not jeopardize the health or safety or lawful right of a neighbouring occupant;
- f. Maintain reasonable health, cleanliness and sanitary standards in the rental unit and on the property;
- g. Respect the noise regulations; and
- h. If you have a pet you must follow the rules and regulations regarding noise, pet waste, etc. (see page 11)

## RENT AND SERVICE FEES

The tenant is responsible for paying the rent and service fees on the first day of each month. If the tenant is an employee of CAFN, an Elder or on Income Assistance, CAFN can deduct rental payment directly from the tenant's payment from CAFN.

CAFN subsidizes the monthly rent for CAFN Citizens, which is determined by CAFN in consideration of the unit operating costs.

## SECURITY DEPOSIT

All tenants must provide CAFN with a security deposit equal to one

months' rent prior to taking occupancy of the rental unit.



## RENT AND SERVICE FEE INCREASES

There will be no rent or service fee increase during the first year of a rental agreement.

After the first year of a rental agreement, CAFN may increase the rent and/or service fees.

Property Services will give a tenant written notice of a rent or service fee increase three (3) full tenancy months prior to the effective date of the increase. CAFN can only do this once every twelve (12) months.

## INSURANCE

CAFN provides third party liability insurance and physical damage insurance (protection against damage to the unit such as a fire and other perils).

It is your responsibility to obtain and pay the cost of insurance for your personal belongings (personal property or contents insurance). CAFN is not responsible for loss or any damage to your personal belongings.

# AUTHORIZED OCCUPANTS

Only the persons listed in the lease agreement (under “occupants”) are authorized to live in the unit. If you would like to have an additional person live in the home or, have another person sublet the home, you must first contact Property Services to obtain their approval.

After 30 days, a guest is considered an unauthorized occupant and will need written approval from Property Services to stay in the rental unit.

# LOCKS

Locks can only be changed with the mutual agreement of Property Services and the tenant, or where Property Services has a Residential Tenancies Office order to do so.

Tenants who lock themselves out of their rental unit after hours will be charged for a call out if one is requested.

# PETS

Tenants in the Diamond Willow Apartment building and Mun Ku can have one (1) small pet. Tenants of other units can have up to two (2) pets.

It is considered a breach of the lease agreement when the pet guideline is not being followed. The tenant may be fined (see chart below). Property Services will take measures to ensure payment from the tenant. After a 3rd offence, Property Services will terminate the lease and evict the tenant.

BREACH	FINE	NOTICE
ANIMAL AT LARGE		
1 <sup>st</sup> offence	\$0.00	1 <sup>st</sup> written warning issued
2 <sup>nd</sup> offence	\$50.00	2 <sup>nd</sup> written warning issued
3 <sup>rd</sup> offence	\$150.00	3 <sup>rd</sup> written warning issued
4 <sup>th</sup> offence		14 day notice – termination of tenancy
NUISANCE ANIMAL		
1 <sup>st</sup> offence	\$0.00	1 <sup>st</sup> written warning issued
2 <sup>nd</sup> offence	\$50.00	2 <sup>nd</sup> written warning issued
3 <sup>rd</sup> offence	\$150.00	3 <sup>rd</sup> written warning issued
4 <sup>th</sup> offence		14 day notice – termination of tenancy

For more information on pet guideline visit CAFN’s website at [cafn.ca](http://cafn.ca) under Property Services or contact Property Services at 867-634-4200.

# PRIVACY AND ENJOYMENT

You have the right to your privacy and quiet enjoyment of your home. This means that Property Services cannot come into the rental unit without a reason and with sufficient notice such as:

- + There is an emergency;
- + You have given your consent to enter;
- + Property Services has given 24 hour written notice of entry for a reasonable purpose (e.g. repairs, inspection); or
- + Property Services has reasonable grounds to believe that the home is abandoned.

Except in cases of emergency, Property Services will enter the unit only between 8:00 am and 8:00 pm.

The Champagne and Aishihik Property Services Department strives to provide a comfortable and safe community environment. All tenants must respect other tenants as well as community members.

**ENSURE THAT YOU DON'T  
HINDER OTHERS' ABILITY TO  
LIVE COMFORTABLY.**

# UNLICENSED VEHICLES

A tenant will not keep or store more than two (2) vehicles which are not operational, including cars, trucks, motorcycles, all-terrain vehicles, motor homes, house trailer, camper, or any other type of vehicle on the rental property.

Any vehicles that are not operational and no longer licensed must be removed from the rental property at the expense of the tenant.

A tenant will provide Property Services with vehicle registration and insurance documentation for all vehicles on the rental property when asked to do so, for the duration of the rental agreement.

Failure by a tenant to follow the guidelines for unlicensed vehicles is considered a breach of the rental agreement and the steps regarding termination of the rental agreement with cause will be followed.





# MAINTENANCE AND REPAIRS

It is important to maintain and care for your home. Some of the care and maintenance duties are CAFN's responsibility and some are the tenant's.

You must immediately report to Property Services any repairs that are required to the unit.

Work Orders can be emailed to [workorders@cafn.ca](mailto:workorders@cafn.ca) or contact Property Services at 867-634-4200.

# EMERGENCY REPAIRS

You are responsible to immediately report to Property Services the need for emergency repairs. An emergency repair includes any break or defect in interior plumbing, heating or electrical systems.

Where emergency repairs are a result of damage caused by the tenant, their guests or their pets either willfully, negligently or accidentally, Property Services will complete the repairs and the tenant is responsible for the costs and will be required to pay it.

PLEASE CALL PROPERTY SERVICES OFFICE 24-HOUR EMERGENCY NUMBER TO REPORT EMERGENCY REPAIRS.

A fee for an emergency call after hours may apply if the tenant is responsible for the situation such as being locked out of their unit or their furnace needs to be restarted because the tenant ran out of heating fuel.



## » CAFN RESPONSIBILITIES

CAFN is responsible for maintenance and repairs that are a result of normal wear and tear on items including:

- + Heating
- + Plumbing
- + Electricity
- + Locks
- + Walls, floors, ceilings, roofing
- + Windows, doors
- + Appliances supplied with the home (fridge, stove, hot water tank etc.)



## » YOUR RESPONSIBILITIES

You are responsible for regular maintenance such as:

- + Day-to-day upkeep of the unit;
- + Keeping the unit and property free of garbage and debris;
- + Keeping the fire safety equipment in working order (e.g. smoke and carbon monoxide detector and fire extinguisher) including replacing batteries, or to contact Property Services immediately when the equipment is not working;
- + Changing light bulbs
- + Ensuring you do not run out of heating fuel; and
- + Paying for repairing damage to the unit caused by you, your guests or your pets that were done either willfully, negligently or accidentally.



# PLANNING TO BE AWAY FROM THE HOME?

## TEMPORARY ABSENCE

- » During Fall and Winter months (October 1<sup>st</sup> to March 31<sup>st</sup>) – a temporary absence is defined by an absence greater than 10 consecutive days.
- » During Spring and Summer months (April 1<sup>st</sup> to September 30<sup>th</sup>) – a temporary absence is defined by an absence greater than 30 consecutive days.
- » If you are going to be away from your home temporarily you must notify Property Services.

CAFN WOULD APPRECIATE NOTIFICATION OF SHORTER ABSENCES DURING THE WINTER MONTHS.

Your responsibilities as a tenant continue to be in place. Therefore you are responsible for:

- » Paying all housing costs including rent, hydro/heat and other services;
- » Ensuring your home is secured (doors and windows locked);
- » Ensuring the heating system and power are maintained as required; and
- » Paying the cost to repair any damage to the rental unit that occurs during your absence.

## INDEFINITE ABSENCE

If you plan to be away from your home longer than a temporary absence and want to retain your tenancy, you must contact Property Services. We will confirm the eligibility for, and conditions of retaining tenancy during your absence.



# MARITAL BREAKDOWN

Property Services must be notified immediately of any change in tenant status. Once it is determined who will remain in the rental housing unit, a new rental agreement may be created and signed.



# DEATH OF A TENANT

*Dāghālan* (Family) is at the heart of our culture and way of life. CAFN acknowledges that the death of a family member is a traumatic and challenging situation. CAFN will waive the rental payments during the first ninety (90) days.

If the primary tenant on the rental agreement dies during the term of the rental agreement, the agreement automatically terminates and possession of the premises, excluding personal effects of the deceased tenant and his/her immediate family and dependents, reverts to CAFN within ninety (90) days from the date of the death unless:

- » There is a secondary or co-tenant residing in the rental housing unit who signed the rental agreement.
- » An individual residing with the tenant that passed can contact Property Services to determine their eligibility to enter into a new rental agreement.
- » If dependent children are a factor, the guardian may apply to Property Services to become the primary tenant of the rental unit.
- » The families of the deceased choose to follow a common traditional practice of leaving the rental housing unit unoccupied (**nobody residing**)



**in the rental housing unit at any time)** beyond the ninety (90) days and for up to one (1) year. If the families choose the longer option, the designated family member(s) will be required to:

- » Sign a rental agreement for up to a nine (9) month term which will outline the responsibilities of Property Services and the family.
- » Maintain heating fuel, electricity and all other operating costs during the term of the rental agreement, including the first ninety (90) days.

Once it is determined who will be responsible for the rental housing unit, a new rental agreement will be signed.

The CAFN rental housing unit is owned by CAFN, not by the deceased tenant, therefore, no member of the tenants' immediate or extended family or dependents have possession rights to the rental housing unit.

## RELOCATION OF A TENANT FOR LONG TERM HEALTH CARE

If the primary tenant on the rental agreement is relocated to a long term health care facility during the term of the rental agreement, the agreement automatically terminates and possession of the premises, excluding personal effects of the tenant

and his/her immediate family and dependents, reverts to CAFN within ninety (90) days from the date of the relocation unless:

- » There is a secondary or co-tenant residing in the rental housing unit who signed the rental agreement.
- » An individual residing with the tenant that has relocated can contact Property Services to determine their eligibility to enter into a new rental agreement.

Once it is determined who will be responsible for the rental housing unit, a new rental agreement will be signed.

## ENDING TENANCY

Termination of tenancy will be a last resort, when all other options have failed. Before taking this action, Property Services will work with you to try and identify options to resolve the problem. If the problem can't be resolved, written notice to terminate tenancy will be issued and you will be evicted from the unit.

You have the right to end tenancy (move out of the rental unit) by giving one full month written notice to Property Services.



## 14 DAY NOTICE FOR CAUSE

CAFN may give 14 days' termination of tenancy notice for cause when a tenant has committed a breach of the rental agreement for one or more of the following reasons:

- » A tenant has failed to pay the rent on time, or for repeated late payment of rent.
- » A tenant has breached the rental agreement and has not corrected the breach in a reasonable time after receiving a written request from Property Services to do so.
- » A tenant, or a person permitted by the tenant, has seriously affected another occupant, the landlord or an adjacent neighbour with significant interference or unreasonable disturbance.
- » A tenant puts CAFN's rental housing property at significant risk.
- » A tenant, or a person permitted by the tenant, has engaged in illegal activity within the rental housing unit, or has caused, or is likely to cause, damage to CAFN's rental housing property.
- » A tenant, or a person permitted by the tenant, has negatively affected the quiet enjoyment, security, safety or physical wellbeing of another tenant, occupant, landlord or adjacent neighbour.
- » A tenant, or a person permitted by the tenant, has jeopardized a right or interest of another tenant, occupant, landlord or adjacent neighbour.
- » A tenant has not complied with an order of the Residential Tenancies Office.
- » A tenant, or a person permitted by the tenant, has caused damage beyond normal wear and tear to the property.
- » A tenant has allowed unauthorized occupants to live in the unit.
- » A tenant has sublet or assigned the unit to someone else without prior written consent from CAFN.
- » A tenant or their guests have committed damage to, or altered, or caused to have altered, any aspect of an essential service to or within the rental housing unit.

## ABANDONED PERSONAL PROPERTY

When a former tenant has left contents/personal belongings in the rental housing unit or on the rental property, Property Services, after receiving authorization from the Yukon Residential Tenancies Office will remove the contents/personal belongings from the rental housing unit and sell or dispose of the personal property.

When a former tenant is responsible for costs that are a result of abandoning the rental housing unit, the former tenant will not qualify for CAFN housing programs until such costs have been repaid in full.

## WHEN MOVING OUT OF YOUR UNIT

A tenant must move out by 1:00 pm on the last day of tenancy. This means the rental unit must be cleaned and all keys returned to Property Services at that specified time.

A tenant who has not moved by 1:00 p.m. on the last day of tenancy may be responsible for any costs incurred by the landlord.

TENANT DEADLINES	NUMBER OF DAYS FROM RECEIPT OF NOTICE
14-DAY NOTICE FOR CAUSE	
Tenant can apply for dispute resolution	Within five days
THREE-MONTH NOTICE: (EITHER LANDLORD OR TENANT)	
Tenant can apply for dispute resolution	Within 10 days
TWO-MONTH NOTICE: (LANDLORD TO TENANT ONLY)	
Tenant can apply for dispute resolution	Within 10 days

## DISPUTE PROCESS

A tenant who believes a notice to end tenancy is not in compliance with the *Residential Landlord Tenant Act* can apply for dispute resolution to the Residential Tenancies Office.

If the tenant does not dispute the notice by the appropriate deadline, the tenancy ends on the date specified in the notice.

## TENANT SUPPORT

The tenant may request a meeting with Property Services at any time to discuss the roles and responsibilities of CAFN and the tenant, to review the lease agreement and the Rental Housing Policy, and/or to review housing issues or concerns.

## IMPORTANT PHONE NUMBERS:

- Ambulance** ..... 911
- Fire Department** ..... 911
- RCMP** ..... 911
- HJ Health Centre..... 867-634-4444
- CAFN Property Services..... 867-634-4200
- CAFN Whitehorse Office ..... 867-456-6888
- Takhini Hall ..... 867-667-6701
- Takhini Carpenter Shop ..... 867-393-2402
- Takhini Municipal Shop ..... 867-393-2404
- Champagne Hall..... 867-634-2336
- Klukshu Hall ..... 867-634-2342
- Residential Tenancies Office... 867-667-5944

## EMERGENCY REPAIRS AFTER HOURS NUMBERS:

- Haines Junction & Canyon Creek ..... 867-634-5377
- Takhini & Champagne..... 867-334-6508

Work Orders can be emailed to [workorders@cafn.ca](mailto:workorders@cafn.ca) or call **CAFN Property Services**.

## NOTES:

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### Safer Communities and Neighbourhoods

If you are worried about recurring illegal activity in your neighbourhood such as:

- » Drug trafficking
- » Bootlegging

### SCAN CAN HELP

To confidentially report suspicious activity:  
Call 1-866-530-7226 or **456-SCAN** (7226)  
[www.justice.gov.yk.ca/SCAN.html](http://www.justice.gov.yk.ca/SCAN.html)



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