

**UCHUCKLESAHT TRIBE GOVERNMENT**


**RENTAL HOUSING ACT**

**UTS 79/2026**



This law enacted on March 31, 2026

Signed

  
Wilfred Cootes, Jr  
Chief Councillor of the Uchucklesaht Tribe

DEPOSITED IN THE  
REGISTRY OF LAWS AND  
OFFICIAL RECORDS

ON 03 / 31 / 2026

  
Signature of Law Clerk



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## PREAMBLE

Housing plays a foundational, vital role in building liveable, vibrant and lasting communities and a strong economy. Adequate, safe and affordable housing is the basic foundation that all Uchucklesaht citizens need in order to build stable and productive lives. The Uchucklesaht Tribe Government is committed to supporting access to housing for our citizens.

This commitment must reflect the special status and needs of our Elders. Our Elders are honoured in the Uchucklesaht Tribe as keepers of sacred knowledge, mentors of traditional practice, storytellers, and spiritual guides who connect us to our past and shape the future of our community. Their wisdom, teachings, and lived experience are essential to our collective well-being. We have a sacred responsibility to honour and care for our Elders with dignity, respect, and compassion. We are committed to supporting access to safe, comfortable, and culturally appropriate housing for our Elders that supports their independence while fostering connection to family, community, and land.

Finally, the Uchucklesaht Tribe Government also recognizes that some of our citizens may have a need for immediate emergency housing, and wishes to set out a process, where emergency housing is available, to provide safe, temporary housing for those in need.

The Uchucklesaht Tribe Government adopts this Act based on these values.



## PART 1 - INTRODUCTORY PROVISIONS

### Short title

1.1 This Act may be cited as the Rental Housing Act (Uchucklesaht Tribe Government).

### Executive oversight

1.2 The member of the Executive holding the human services portfolio is responsible for the executive oversight of this Act.

### Application

- 1.3 (a) This Act is enacted under
- (i) sections 13.12.1, 13.12.2 and 13.14.1 of Chapter 13 of the Maa-nulth Treaty, and
  - (ii) sections 3.2(d) and 3.2(f) of the Constitution.
- (b) This Act applies to the use, occupation and maintenance of rental housing.
- (c) Subject to this Act, the Residential Tenancy Act (British Columbia) applies to rental housing and tenancy agreements, and for certainty, in the event of a conflict or inconsistency between this Act and the Residential Tenancy Act (British Columbia, this Act prevails to the extent of the conflict or inconsistency.

### Definitions

1.4 In this Act,

“Administrative Decisions Review Act” means the Administrative Decisions Review Act (Uchucklesaht Tribe Government);

“building official” means a person who is a “registered building official” under and in accordance with the Building Officials’ Association Act (British Columbia);

“citizen housing” means a unit of rental housing designated by the Executive as citizen housing under section 2.1;

“combined household income” means the total gross annual income of an individual, combined with the total annual income of all other individuals who intend to occupy the applicable elder housing or citizen housing;

“director” means the director of operations;

“elder housing” means a unit of rental housing designated by the Executive as elder housing under section 2.1;

“elder housing list” means the list of individuals eligible to rent elder housing, maintained under section 3.4(a);

“emergency housing” means a unit of rental housing designated by the Executive as emergency housing under section 2.1;

“health assessment” means an assessment conducted by a Uchucklesaht nurse in accordance with the British Columbia College of Nurses and Midwives practice standards to determine whether an individual is self-supporting, and includes any assessments conducted by specialist medical professionals as the Uchucklesaht nurse deems necessary to determine whether an individual is self-supporting;

“occupant” means an individual who resides in the applicable Uchucklesaht housing unit for at least 90 days per year;

“rental housing” means a unit of housing on Uchucklesaht lands that is managed, maintained or owned by the Uchucklesaht Tribe for the purpose of being allocated and rented to an eligible applicant in accordance with Part 3, 4 or 5, and includes any Uchucklesaht lands indicated in the applicable tenancy agreement to form part of that rental housing for purposes of that tenancy agreement;

“self-supporting” means able to live independently, with limited assistance from other individuals;

“spousal tenancy” means the exclusive possession of rental housing by a spouse under section 7.4(b) in accordance with a spousal tenancy agreement;

“spousal tenancy agreement” means a rental agreement for rental housing entered into between the Uchucklesaht Tribe Government, as represented by the director, and a spouse under section 7.5(c)(ii)(B);

“tenancy agreement” means an agreement between an individual and Uchucklesaht Tribe Government for the use and occupancy of rental housing;

“tenant” means an individual who is renting rental housing under a tenancy agreement;

“Uchucklesaht nurse” means an individual who is

- (a) registered and in good standing with the British Columbia College of Nurses and Midwives as a licensed practical nurse, nurse practitioner or registered nurse, and

- (b) employed or retained by Uchucklesaht Tribe Government to provide health-related services to Uchucklesaht citizens.

## **PART 2 - ADMINISTRATION**

### **Executive**

**2.1** The Executive is responsible for designating rental housing as

- (a) elder housing,
- (b) citizen housing, or
- (c) emergency housing.

### **Director of operations**

**2.2** (a) The director is responsible for the management and administration of rental housing.

(b) The responsibility of the director under subsection (a) includes the following duties and powers:

- (i) enter into tenancy agreements on behalf of Uchucklesaht Tribe Government;
- (ii) represent the Uchucklesaht Tribe Government in
  - (A) any review request under this Act, and
  - (B) any dispute resolution under the Residential Tenancy Act (British Columbia) in respect of rental housing;
- (iii) manage forms, applications, instruments and records relating to rental housing;
- (iv) identify, apply for grants or funding and make recommendation to the Executive in relation to potential new rental housing opportunities;
- (v) at the request of the Executive, report on rental housing at a meeting of the
  - (A) People's Assembly,
  - (B) Council, or
  - (C) Executive; and

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- (vi) perform any additional duties or exercise any additional powers related to rental housing assigned to the director under this or any other Uchucklesaht enactment.

**Delegation authority**

- 2.3**
- (a) The director may delegate, in writing, the performance of any of the director's duties or the exercise of any of the director's powers to
    - (i) a Uchucklesaht director,
    - (ii) a Uchucklesaht government employee, or
    - (i) an independent contractor of the Uchucklesaht Tribe.
  - (b) Despite the delegation of any duties or powers under subsection (a), the director remains responsible for ensuring that the duties are performed properly and the powers are exercised appropriately.

## PART 3 - ELDER HOUSING

### Elder housing eligibility criteria

- 3.1 An individual is eligible to rent elder housing if that individual
- (a) is a Uchucklesaht citizen at least 55 years of age,
  - (b) has a combined household income equal to or less than the prescribed amount,
  - (c) is self-supporting,
  - (d) has not, within the previous five years, been evicted from any rental housing or other rental unit for reasons related to property damage, disturbing the peace or breaching the terms of the applicable rental agreement,
  - (e) has not been convicted of an indictable offence within the past 10 years,
  - (f) is in good financial standing with the Uchucklesaht Tribe Government, and
  - (g) does not, together with all other individuals who intend to occupy the elder housing, exceed the maximum number of occupants permitted by the director for the elder housing.

### Application for assessment of eligibility

- 3.2 (a) An individual who wishes to rent elder housing must apply in the prescribed form to the director for an assessment of eligibility.
- (b) The director may request additional information from an applicant or any other person that the director considers necessary or desirable to determine the applicant's eligibility to rent elder housing.

### Notice of eligibility

- 3.3 (a) Within 30 days after receiving a complete eligibility application, including any additional information requested under section 3.2(b), the director must determine whether the applicant is eligible to rent elder housing and notify the applicant of the director's decision.
- (b) If the director determines that the applicant is ineligible to rent elder housing, the director must, in the notice under subsection (a),
- (i) provide written reasons for the director's decision, and

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- (ii) inform the applicant of the applicant's right to reapply to the director under section 3.6 or request a review of the decision by the Administrative Decisions Review Board under section 10.1.

### **Elder housing list**

- 3.4**
- (a) If the director determines the applicant is eligible to rent elder housing, the director must place the applicant's name on an elder housing list.
  - (b) Subject to subsection (c), the elder housing list must include, in relation to each eligible individual,
    - (i) the eligible individual's name, and
    - (ii) the date that the eligible individual's complete eligibility application was received by the director,and may include other information that the director considers appropriate.
  - (c) The director must
    - (i) remove from the elder housing list the name of an individual required to be removed under section 3.5, and
    - (ii) add to or remove from the elder housing list the name of an individual in accordance with a decision of the Administrative Decisions Review Board under section 9.1.

### **Removal from elder housing list**

- 3.5**
- (a) The director must remove an individual's name from the elder housing list
    - (i) on the written request of the individual,
    - (ii) if the individual is deceased, or
    - (iii) if the director determines that the individual is no longer eligible to rent elder housing.
  - (b) If the director determines under subsection (a)(iii) that an individual is no longer eligible to rent elder housing, the director must notify the individual of the director's decision.
  - (c) A notice under subsection (b) must
    - (i) include written reasons for the decision, and

- (ii) inform the applicant of the applicant's right to reapply to the director under section 3.6 or request a review of the decision by the Administrative Decisions Review Board under section 10.1.

### **Reapplication**

**3.6** An individual who has received

- (a) notice under section 3.3(a) that the individual is ineligible to rent elder housing, or
- (b) notice under section 3.5(b) that the individual is no longer eligible to rent elder housing

may reapply under section 3.2 180 days or more after the date of the notice.

### **Request for applications**

**3.7** When elder housing becomes available for rent, the director must, as soon as practicable, provide notice in the prescribed form to every individual on the elder housing list of the availability with an invitation to apply for allocation of that elder housing.

### **Application for allocation**

**3.8** An eligible individual who wishes to be allocated elder housing referred to in a notice provided under section 3.7 must apply, in the prescribed form and within 20 days after the date of the notice, to the director for allocation of that elder housing.

### **Assessment of applications**

- 3.9** (a) Within 30 days after a notice under section 3.7, the director must assess each allocation application completed and received in accordance with section 3.8 by assigning points to the application in the prescribed manner.
- (b) The director may request additional information from an applicant or any other person that the director considers necessary or desirable for the purposes of the assessment under subsection (a).

### **Allocation decision**

- 3.10** (a) Subject to subsection (b),
  - (i) the director must allocate the available elder housing to the applicant who has been assigned the highest number of points in accordance with section 3.9(a), and
  - (ii) if the highest number of points has been assigned to more than one applicant, the director must allocate the elder housing to the applicant with

the highest number of points whose eligibility application was first received by the director.

- (b) Before allocating available housing under subsection (a), the director may require an applicant who has been assigned the highest number of points to undergo a health assessment to confirm the applicant's eligibility under section 3.1(c).

**Notice concerning allocation**

**3.11** Within 14 days after an allocation decision under section 3.10, the director must provide notice of the decision to

- (a) the applicant allocated the elder housing, and
- (b) any other applicants, informing those applicants of their right to request a review of that decision by the Administrative Decisions Review Board under section 10.1.

**No allocation applications**

**3.12** (a) If no eligible individual applies for available elder housing within 20 days after a notice is provided under section 3.7, the director must, within 30 days, provide a new notice in accordance with section 3.7 for the elder housing.

(b) If no eligible individual applies for available elder housing within 20 days after a notice being provided under subsection (a), the director

(i) may rent that elder housing as though it were citizen housing, for a term or possible term no greater than three years, or

(ii) make the elder housing temporarily available as emergency housing.

(c) If elder housing is rented as citizen housing or emergency housing under this section to an individual who is not eligible to rent elder housing under section 3.1, upon the expiration or earlier termination of the applicable tenancy agreement, that housing continues as elder housing and must be allocated in accordance with this Part.

**Elder housing rent**

**3.13** The director must determine the amount of rent payable under an elder housing tenancy agreement in accordance with any prescribed requirements.



## **PART 4 - CITIZEN HOUSING**

### **Citizen housing eligibility criteria**

- 4.1** An individual is eligible to rent citizen housing if that individual
- (a) is a Uchucklesaht citizen,
  - (b) is self-supporting,
  - (c) has not, within the previous five years, been evicted from any rental housing or other rental unit for reasons related to property damage, disturbing the peace or breaching the terms of the applicable rental agreement,
  - (d) has not, within the previous 10 years, been convicted of an indictable offence,
  - (e) is in good financial standing with the Uchucklesaht Tribe Government, and
  - (f) does not, together with all other individuals who are intended to occupy the citizen housing, exceed the maximum number of occupants permitted by the director for the citizen housing.

### **Notice of citizen housing availability**

- 4.2** When citizen housing becomes available, the director must post a notice of the availability
- (a) in accordance with Uchucklesaht law, and
  - (b) electronically on the Uchucklesaht Tribe Government website
- with an invitation for individuals to apply to rent that citizen housing.

### **Application for citizen housing**

- 4.3** (a) An individual who wishes to rent citizen housing referred to in a notice under section 4.2 must
- (i) apply to the director in the prescribed form within 14 days after the date of the notice, and
  - (ii) provide the director with at least two of the following references indicating the individual's suitability as a tenant:
    - (A) from a former landlord;

- (B) from an adult who has known the applicant for at least five years;  
and
  - (C) from an adult not related to the applicant who has had financial dealings with the applicant in the past three years.
- (b) The director may request additional information from an applicant or any other person that the director considers necessary to determine the applicant's eligibility to rent citizen housing under section 4.1 or suitability as a tenant.

#### **Allocation of citizen housing**

- 4.4** The director must allocate available citizen housing to an eligible individual
- (a) who makes an application in accordance with section 4.3, and
  - (b) who the director determines is the best applicant in the circumstances in accordance with any prescribed criteria.

#### **Notice concerning allocation**

- 4.5** Within 14 days after an allocation decision under section 4.4, the director must provide notice of the decision to
- (a) the applicant allocated the citizen housing, and
  - (b) any other applicants, informing those applicants of their right to request a review of that decision by the Administrative Decisions Review Board under section 10.1.

#### **Citizen housing rent**

- 4.6** The director must determine the amount of rent payable under a citizen housing tenancy agreement in accordance with any prescribed requirements.

## PART 5 - EMERGENCY HOUSING

### Emergency housing eligibility criteria

- 5.1** (a) An individual is eligible to apply for available emergency housing if the individual
- (i) is a Uchucklesaht citizen,
  - (ii) has an immediate and urgent need for temporary housing,
  - (iii) has not, within the previous five years, been evicted from any rental housing or other rental unit for reasons related to property damage, disturbing the peace or breaching the terms of the applicable rental agreement,
  - (iv) has not, within the previous 10 years, been convicted of an indictable offence,
  - (v) is in good financial standing with the Uchucklesaht Tribe Government, and
  - (vi) does not, together with all other individuals who are intended to occupy the citizen housing, exceed the maximum number of occupants permitted by the director for the citizen housing.
- (b) An individual may be considered to have an immediate and urgent need for temporary housing for the purposes of subsection (a) if
- (i) the individual is unhoused or without stable housing,
  - (ii) the individual is at immediate risk of becoming unhoused,
  - (iii) the individual's current housing is unsafe, overcrowded or uninhabitable, or
  - (iv) a dependent living with the individual is unsafe in their current housing.

### Notice of emergency housing availability

- 5.2** If emergency housing becomes available, the director must post a notice of the availability
- (a) in accordance with Uchucklesaht law, and
  - (b) electronically on the Uchucklesaht Tribe Government website

for as long as the emergency housing remains available.

### **Application for emergency housing**

- 5.3** (a) An eligible individual who wishes to rent emergency housing must apply to the director in the prescribed form.
- (a) The director may request additional information from an applicant or any other person that the director considers necessary to determine the applicant's eligibility to rent emergency housing under section 5.1 or make a determination under section 5.4(b).

### **Allocation of emergency housing**

- 5.4** (a) The director may allocate available emergency housing to an eligible individual who applies in accordance with section 5.3(a).
- (b) In determining whether to allocate emergency housing, the director must consider
- (i) the urgency of the applicant's need for housing,
  - (ii) the vulnerability of the applicant or any of the applicant's dependents,
  - (iii) the number of other individuals who are intended to occupy the emergency housing,
  - (iv) the capacity of the emergency housing,
  - (v) the applicant's personal stability, including whether the applicant may pose a threat to
    - (A) the health, safety or wellbeing of other tenants, or
    - (B) Uchucklesaht housing infrastructure, and
  - (vi) any other factors the directors considers necessary or appropriate.

### **Notice concerning allocation**

- 5.5** (a) As soon as practicable after making an allocation decision under section 5.4(a), the director must notify the applicant of the director's decision.
- (b) If the director does not approve an application for emergency housing, the director must, in the notice under subsection (a),
- (i) provide written reasons for the director's decision, and

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- (ii) inform the applicant of the applicant's right to request a review of the decision by the Administrative Decisions Review Board under section 10.1.

### **Emergency housing term**

- 5.6** (a) The director may enter into an emergency housing tenancy agreement with an applicant for a term no longer than 90 days.
- (b) The director may extend or renew an emergency housing tenancy agreement for a further 90 days.

### **Emergency housing rent**

- 5.7** The rent payable under an emergency housing tenancy agreement is \$1 for the term of the agreement. [*NTD: this is necessary in order to enter into a legal contract*]

## PART 6 - TENANCY RIGHTS AND RESTRICTIONS

### Tenancy agreement

- 6.1** (a) Only individuals who
- (i) have entered into a tenancy agreement in the prescribed form with the Uchucklesaht Tribe Government, as represented by the director, or
  - (ii) are listed as occupants on a tenancy agreement entered into under paragraph (i)
- are permitted to occupy rental housing.
- (b) Tenants and occupants may only use and occupy rental housing in accordance with the applicable tenancy agreement.
- (c) In the event of an inconsistency between this Act and
- (i) a tenancy agreement, or
  - (ii) the required, prohibited or standard terms for tenancy agreements under the Residential Tenancy Act (British Columbia),
- this Act prevails.

### Condition inspections

- 6.2** (a) The director and a tenant must inspect the condition of rental housing together
- (i) when the tenant is entitled to possession of the rental housing or on another mutually agreed day,
  - (ii) at the end of the tenancy or on another mutually agreed day, and
  - (iii) at the request of the director, subject to any prescribed notice requirements.
- (b) If a tenant fails to attend a condition inspection, having being given two reasonable opportunities in accordance with subsection a, the tenant forfeits the tenant's right to the return of any security deposit paid by the tenant.
- (c) The director must prepare a condition inspection report following each condition inspection.
- (d) A condition inspection report is not invalid merely because it has not been signed by the applicable tenant.

**Permitted and non-permitted uses**

- 6.3 (a) A tenant may only use rental housing for residential purposes.
- (b) A tenant is not permitted to do or permit others to do the following in rental housing:
- (i) keep or allow animals to enter;
  - (ii) smoke; and
  - (iii) grow cannabis.

**Continued housing eligibility**

- 6.4 The director may, from time to time as necessary to confirm a tenant's continued eligibility to rent elder or citizen housing or the rent payable for elder or citizen housing,
- (a) request verification of combined household income or other information from the tenant or any other person, or
  - (b) require the tenant to undergo a health assessment.

**Assignment, sublet and transfer**

- 6.5 A tenant may not assign, sublet or transfer by any means the tenant's right to use and occupy rental housing.

**Insurance**

- 6.6 (a) The Uchucklesaht Tribe Government must insure all rental housing against foreseeable risks and perils, including fire, wind, storm, tsunami and earthquake, for the full replacement value.
- (b) Subject to subsection (c), a tenant may maintain insurance in respect of rental housing on such terms as the tenant considers appropriate.
- (c) For certainty, the Uchucklesaht Tribe Government is not liable for any damage to or loss of the tenant's personal belongings, any personal liability the tenant incurs as a result of the use and occupation of that rental housing, or any other matter typically covered in tenant's insurance.

**Alterations**

- 6.7 A tenant must not alter rental housing or allow the housing to be altered without obtaining the prior written approval of the director and complying with all applicable law.

### **Unightly housing**

- 6.8** (a) An individual who uses or occupies rental housing under a tenancy agreement must comply with Part 4 of the Environmental Protection Act (Uchucklesaht Tribe Government) regarding the rental housing.
- (b) Every tenancy agreement for rental housing is deemed to include a representation and warranty from the tenant to the Uchucklesaht Tribe Government that the tenant under that tenancy agreement will comply with Part 4 of the Environmental Protection Act (Uchucklesaht Tribe Government) and will not allow the applicable rental housing to become unightly.

### **Damage**

- 6.9** The director may recover from a tenant all or a portion of any cost associated with repairing damage to the rental housing, other than normal wear and tear, that is caused by
- (a) the tenant,
- (b) an occupant,
- (c) a guest of the tenant or an occupant, or
- (d) an animal permitted into the rental housing by a person referred to in subsections (a) to (c).

### **Vacating rental housing**

- 6.10** (a) Unless the director and a tenant otherwise agree or the director terminates the tenancy agreement in accordance with section 6.13, each tenant and occupant must vacate the rental housing by 1 p.m. on the day the tenancy ends.
- (b) When a tenant vacates rental housing, the tenant must
- (i) leave the rental housing reasonably clean and undamaged except for reasonable wear and tear, and
- (ii) give the director all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the rental housing.

### **Fixed term tenancy**

- 6.11** Despite the Residential Tenancy Act (British Columbia), a fixed term tenancy agreement may include a requirement that the tenant vacate the applicable rental housing at the end of the term.

### **Ending a tenancy**

**6.12** Despite the Residential Tenancy Act (British Columbia),

- (a) a notice to end tenancy must be in the form approved by the director, and
- (b) in the case of a notice to end tenancy for non-payment of rent, the notice to end tenancy may specify a period greater than five days in which the tenant may pay the overdue rent or apply for dispute resolution.

### **Grounds for ending tenancy**

**6.13** In addition to the grounds set out in the Residential Tenancy Act (British Columbia), the director may terminate a tenancy agreement if

- (a) a tenant other than a tenant of a spousal tenancy agreement ceases to qualify for elder housing or citizen housing, as the case may be,
- (b) a building official deems the rental housing unsafe or unfit for occupancy,
- (c) the director, acting reasonably, determines that
  - (i) there is one or more individual occupying the rental housing who is not listed in the tenancy agreement,
  - (ii) the tenant has significantly damaged the rental housing,
  - (iii) the tenant has otherwise breached the tenancy agreement, or
  - (iv) the tenancy agreement otherwise permits the termination,
- (d) the tenant is found guilty of an offence under Uchucklesaht law, provincial law or federal law that relates to the tenant's use of the rental housing,
- (e) the tenant dies, or
- (f) the director provides at least three months' written notice to the tenant.

### **Changing locks**

**6.14** Despite the Residential Tenancy Act (British Columbia), the director may change locks or other means that give access to rental housing upon terminating a tenancy agreement in accordance with this Act.

**Dispute resolution**

- 6.15** The director, on behalf of the Uchucklesaht Tribe Government, or a tenant may apply for dispute resolution under the Residential Tenancy Act (British Columbia) regarding
- (a) a rent increase not authorized under this Act,
  - (b) return of a security deposit,
  - (c) a tenant's damage to rental housing,
  - (d) the restriction of a service or facility not authorized under the Residential Tenancy Act (British Columbia),
  - (e) a notice to end tenancy not authorized under this Act, or
  - (f) any other matter permitted under the Residential Tenancy Act (British Columbia).

## PART 7 - SPOUSAL TENANCY

### Definitions

#### 7.1 In this Part,

“dependent” means an individual who is not a Uchucklesaht citizen and is a dependent of a tenant;

“domestic contract” means

- (a) a “spousal agreement” entered into between two individuals and made in writing, signed and witnessed in which they agree on their respective rights and obligations while residing together as spouses or, on separation, in relation to the possession or division of family assets, and may be a separate agreement or a part of an agreement dealing with their rights and obligations, or
- (b) a “separation agreement” entered into between spouses who are living separate and apart, made in writing, signed and witnessed in which they agree on their respective rights and obligations on separation in relation to the possession or division of family assets and may be a separate agreement or part of an agreement dealing with their rights and obligations;

“rental housing” means rental housing occupied in accordance with a tenancy agreement where

- (a) the tenant is a Uchucklesaht citizen, and
- (b) a dependent is ordinarily resident in the rental housing;

“separate and apart” means intending to live separate and apart, where the marriage or marriage-like relationship has broken down and the tenant and spouse do not intend to reconcile and, for the purposes of this Part, may include living separate and apart under the same roof if the intent to live separate and apart exists;

“spouse” means an individual who is not a Uchucklesaht citizen and is a spouse of a tenant or was a spouse of a tenant within the past 12 months; and

“tenant” means a tenant who is a Uchucklesaht citizen and includes the estate of a deceased tenant, as represented by the executor, administrator or other personal representative of the estate of the deceased tenant.

### Application of Part

- 7.2 (a) This Part applies to elder housing and citizen housing.

- (b) For certainty, spousal tenancies are not available in respect of emergency housing.

### **Application of federal or provincial law**

- 7.3 (a) Nothing in this Part limits the application of valid laws of Canada or British Columbia in relation to matrimonial causes, except to the extent that such laws deal expressly or implicitly with a spouse's interest in a tenancy agreement and to that extent this Part shall prevail.
- (b) No order may be made by a court that results in a transfer of a tenancy agreement or possession of elder housing or citizen housing in favour of a spouse or dependent.

### **Application for spousal tenancy**

- 7.4 (a) Upon the happening of the earlier of any of the following events, a spouse may apply in accordance with this Part to the director for a spousal tenancy:
  - (i) the date agreed upon in a domestic contract between the spouse and the tenant as being when they commenced living separate and apart;
  - (ii) the date a court makes a declaratory judgment that the spouse and the tenant have no reasonable prospect of reconciliation with each other;
  - (iii) the date the spouse and the tenant enter into a separation agreement;
  - (iv) the date a divorce is granted to the spouse and the tenant, if they are married;
  - (v) the date the marriage between the spouse and the tenant is annulled;
  - (vi) the death of the tenant; or
  - (vii) such other time as a court determines.
- (b) An application under subsection (a) must be
  - (i) in the prescribed form,
  - (ii) signed by the spouse, and
  - (iii) made within 90 days after the event giving rise to the right to apply under subsection (a).
- (c) Before considering an application under this section, the director may require the spouse to provide whatever documentation and information the director considers

reasonably necessary or desirable in order to consider the factors under section 7.5(a).

### **Review of application for spousal tenancy**

- 7.5** (a) The director, in reviewing an application made under section 7.4, will consider, in descending order of importance, the following factors:
- (i) which spouse has custody of a dependent;
  - (ii) the possible disruptive effects on the dependent of moving out of the community or to other accommodation;
  - (iii) the dependent's views and preferences if such can reasonably be ascertained;
  - (iv) any mental, physical or emotional violence committed by the tenant or spouse against the other or a dependent of either;
  - (v) the financial position of both the spouse and the tenant;
  - (vi) any existing court support orders;
  - (vii) the duration of time the spouse resided in the rental housing;
  - (viii) any domestic contract between the spouse and the tenant;
  - (ix) the availability of other suitable and affordable accommodation for each of the spouse and the tenant; and
  - (x) any other factors the director considers relevant.
- (b) The directors must consider an application under section 7.4 within 14 days after the later of the day the application is received by the director or the day the director receives all the documentation and information required to be provided under section 7.4(c).
- (c) Upon receiving an application under section 7.4 and considering the factors in subsection (a), the director may
- (i) deny the application, or
  - (ii) do all of the following:
    - (A) terminate the tenant's tenancy agreement by giving 14 days' notice of the termination to the tenant delivered in accordance with Uchucklesaht law, and

- (B) grant the spouse exclusive possession of the rental housing and enter into a tenancy agreement with the spouse commencing on the expiration of the notice provided under paragraph (A) and substantially on the same terms as the tenant's tenancy agreement.
- (d) The decision of the director under subsection (c) must be communicated to the spouse by the director verbally as soon as practicable after the decision is made and in writing within seven days.
- (e) Upon the termination of a tenant's tenancy agreement under subsection (c)(ii)(A), the spouse is entitled to exclusive possession of the rental housing in accordance with the spousal tenancy agreement and the tenant must immediately give up exclusive possession of the rental housing to the spouse.
- (f) A tenant or spouse affected by a decision of the director under subsection (c) may request a review of that decision under the Administrative Decisions Review Act.

#### **Termination of spousal tenancy**

- 7.6** (a) A spousal tenancy will terminate on the earlier of any of the following events:
- (i) the death of the spouse with the spousal tenancy;
  - (ii) the spousal tenancy is no longer in the best interests of a dependent ordinarily resident in the rental housing;
  - (iii) the spouse with the spousal tenancy has ceased to occupy the rental housing as a principal residence;
  - (iv) the spouse with the spousal tenancy no longer has primary custody of a dependent who is ordinarily resident in the rental housing;
  - (v) the last child of either the spouse or the tenant for which the spouse with the spousal tenancy had primary custody is no longer a child;
  - (vi) the spouse with the spousal tenancy remarries, or enters into a marriage-like relationship, with an individual other than the tenant;
  - (vii) there has been a substantive change in the factors considered under section 7.5(a) since the spousal tenancy was granted which warrants the termination of the spousal tenancy; and
  - (viii) an event referred to in section 6.13.

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- (b) If the director is of the opinion that a spousal tenancy has terminated under subsection (a), the director must prepare and issue a written report to the director setting out the facts on which the opinion is based.
- (c) After considering a report issued by the director under subsection (b), the director may terminate the spousal tenancy agreement by giving 60 days' notice of the termination delivered in accordance with Uchucklesaht law to the spouse with the spousal tenancy agreement that has been terminated.
- (d) A spouse whose spousal tenancy agreement has been terminated by the director under subsection (c) may request a review of that decision under the Administrative Decisions Review Act.

### **Spousal tenancy enforcement**

7.7 Where a tenant or other person

- (a) interferes with a spousal tenancy, or
- (b) conducts themselves in a manner calculated to disrupt or interfere with the quiet possession of rental housing by a spouse with a spousal tenancy or a dependent ordinarily resident in the rental housing,

the spouse with the spousal tenancy may apply to the Provincial Court, which may make an order that the tenant or other person not enter the rental housing or approach within a particular distance of the rental housing.



## **PART 8 - HOUSING MAINTENANCE**

### **Housing management and maintenance**

- 8.1** The director must manage and maintain all rental housing by performing the duties and exercising the powers of a reasonably prudent homeowner, including
- (a) collecting rent for tenanted rental housing,
  - (b) inspecting rental housing at least annually,
  - (c) ensuring that all rental housing and related assets managed and maintained by the Uchucklesaht Tribe Government, are insured for the full replacement value,
  - (d) ensuring that all rental housing is maintained to a reasonable physical condition,
  - (e) paying all Uchucklesaht Tribe service charges, including water and sewer charges, and
  - (f) enforcing tenancy agreements.

### **Maintenance service agreements**

- 8.2** The director may, on behalf of Uchucklesaht Tribe Government, enter into a maintenance service agreement with a tenant providing that Uchucklesaht Tribe Government will perform certain maintenance duties, including duties which are reasonably expected to be performed by the tenant, at the cost of the tenant or for a fee.



## **PART 9 - OFFENCES**

### **False representation, fraud and concealment**

- 9.1** An individual commits an offence and is liable, on summary conviction, to a fine not exceeding \$10,000 or imprisonment for a term not exceeding six months, if that individual makes a false representation, commits fraud or knowingly conceals a material fact in order to be
- (a) assessed as an eligible individual under section 3.3(a),
  - (b) allocated rental housing under section 3.10, 4.4 or 5.4, or
  - (c) granted a spousal tenancy under section 7.5(c).

### **Interference with lawful occupation**

- 9.2** (a) A person who conducts themselves in a manner calculated to disrupt or interfere with the quiet possession of rental housing by an individual occupying rental housing in accordance with this Act commits an offence and is liable, on summary conviction, to a fine not exceeding \$5,000 or imprisonment for a term not exceeding 90 days.
- (b) An enforcement officer may arrest without warrant an individual the enforcement officer believes on reasonable grounds to have committed an offence under subsection (a).

### **Application of Administration of Justice Act (Uchucklesaht Tribe Government)**

- 9.3** For certainty, nothing in this Part is intended to disapply the provisions of the Administration of Justice Act (Uchucklesaht Tribe Government), including respecting offences.



## PART 10 - GENERAL PROVISIONS

### Right of review

- 10.1** (a) An applicant who has received a notice of
- (i) non-eligibility under section 3.3(a) or 3.5(b), or
  - (ii) non-allocation under section 3.11(b), 4.5(b) or 5.5(a)
- may request a review of that decision under the Administrative Decisions Review Act within 5 days after the date of the notice.
- (b) After conducting a review under subsection (a), the Administrative Decisions Review Board may
- (i) dismiss the review request, or
  - (ii) set aside the decision of the director and order the director to reconsider the director's decision.
- (c) Despite section 3.3(a) of the Administrative Decisions Review Act, if a review request is made under subsection (a) in respect of elder housing or citizen housing,
- (i) the director must not enter into a tenancy agreement in respect of that rental housing, and
  - (ii) the individual allocated that rental housing must not occupy it until the review request has been
  - (iii) withdrawn by the applicant,
  - (iv) resolved as a result of informal intervention of the law clerk under section 2.2(b) of the Administrative Decisions Review Act, or
  - (v) dismissed by order of the Administrative Decisions Review Board under section 4.7(b)(i) or 4.7(e) of the Administrative Decisions Review Act.

### Regulations

- 10.2** The Executive may make regulations that it considers necessary or advisable for the purposes of this Act.

**Commencement**

**10.3** This Act comes into force on the date it is enacted.

