



scəwáθən məsteyəx<sup>w</sup>

TSAWWASSEN FIRST NATION

*Education, Health and Social Development Act*

## **LELƏM (LELUM) RENTAL HOUSING REGULATION**

**Date Enacted: 3 March 2020**

*Order Number: O.015-2020*

This version of the Regulation is not the official version, and is for informational purposes only. Persons who need to rely on the text of the Regulation for legal or other purposes may access the official version held in the TFN Laws Registry by contacting the TFN Administration Office at (604) 943-2112.

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Section(s) Amended	Date	Order number	Come Into Force Date

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## Authority

- 1 (1) This regulation is made under the *Education, Health and Social Development Act*.
- (2) This regulation applies to all existing and future affordable housing units built on Tsawwassen Lands.

## Definitions

- 2 (1) In this regulation,
  - “**Act**” means the *Education, Health and Social Development Act*;
  - “**affordable housing list**” means a list maintained by the director that is updated annually of individuals that have applied for but did not receive an affordable housing unit in a given fiscal year;
  - “**arrears**” means rent or other housing-related payments that are owed by a tenant and have come due to Tsawwassen First Nation or a financial institution and have not been received by the payment due day;
  - “**dependent**” means a minor or an adult who is dependent on the care of another individual;
  - “**director**” means the Director of Lands hired under the *Government Employees Act*;
  - “**Elder**” means a category of the affordable housing list for those Tsawwassen Members aged 60 years or older;
  - “**family unit**” means a group of persons consisting of at least one parent;
  - “**housing planner**” means the individual responsible for assisting in the administration of the affordable housing program;
  - “**low end of market rent**” means the low end of rent of comparable units as determined by Indigenous Services Canada;
  - “**married or common law category**” means a category of the affordable housing list for those Tsawwassen Members younger than age 60 who are:
    - (a) legally married; or
    - (b) living and cohabitating in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, for a continuous period of not less than two (2) years immediately prior to applying for a social housing unit and who are being publicly represented by each other during this time period as each other’s spouse;
  - “**multi family dwelling**” means a housing unit that is part of a multi unit building (e.g. duplex, triplex, sixplex, condo, townhouse, etc.);
  - “**single category**” means a category of the affordable housing list for those Tsawwassen Members who are younger than age 60 and are not married or living in a marriage-like relationship, and not entitled to be in the single parent category;

**“single family dwelling”** means a detached single family house;

**“single parent category”** means a category of the affordable housing list for those Members who has the sole responsibility for the care or upbringing of;

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

**“spouse”** means a person who

- (a) is married to another person; or
- (b) has lived with another person in a marriage-like relationship, and has done so for a continuous period of at least 2 years, and

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

### **Director’s authority to delegate responsibility**

- 3 The director is responsible for the administration of the affordable housing program and this regulation, but may delegate any of their responsibilities under this regulation to the housing planner as the case may be.

### **Eligibility to live in or take possession of an affordable housing unit**

- 4 (1) Subject to eligibility criteria and other terms and conditions set out in this regulation, Tsawwassen Members have the right to live in an affordable housing unit but in order to be considered for an affordable housing unit they must either
  - (a) apply for a affordable housing unit, or
  - (b) renew their rental agreement on an annual basis as the case may be.

### **Eligibility to apply for an affordable housing unit**

- 5 (1) Tsawwassen Members age 19 or over are eligible to apply for an affordable housing unit.
- (2) Notwithstanding subsection (1), a non Tsawwassen Member may be permitted to apply for, receive, and reside in an affordable housing unit provided that they:
  - (c) have one or more dependents who are Tsawwassen Members, or
  - (d) are the spouse of a Tsawwassen Member, andhave previously been approved to live in an affordable housing unit.
- (3) For greater certainty, a non-Member can only reside in an affordable unit if a Member dependent or a Member spouse resides in the unit with them, and the rental agreement will be terminated if that ceases to be the case.
- (4) Upon receipt of an application, the housing planner must mark on the application the date it was received and must ensure that the original application is appropriately filed.

- (5) Applications for an affordable housing unit will be accepted by the housing planner on a rolling basis.
- (6) Members that are unsuccessful in receiving an affordable housing unit in a given fiscal year will be placed on the affordable housing list by the housing planner in the order in which the applications are received. The housing planner must make every reasonable effort to contact all Members on the affordable housing list annually to update their application and ensure they still want to be considered for affordable housing on Tsawwassen Lands.
- (7) If an applicant's personal information changes, the applicant is responsible for updating their personal information, however the housing planner must inquire as to an applicant's status if they become aware of a possible change in the applicant's status.

**Process if application is from an individual not currently in an affordable housing unit**

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

**Process to re-new an affordable housing unit rental agreement**

- 7
  - (1) Members that are living in an affordable housing unit are not required to re-apply to the affordable housing program, but must annually renew their rental agreement and provide acceptable documentation verifying their gross annual income.
  - (2) Members that renew their rental agreement under subsection (1) will be allocated the same affordable housing unit they reside in, or a different unit if they choose to move, at the time of the annual renewal of their rental agreement provided that they:
    - (a) are not in arrears at the time of the renewal,
    - (b) have kept the unit in good repair throughout the previous fiscal year, and
    - (c) have complied with the terms and conditions of the rental agreement.
  - (3) In the event that a Member under subsection (1) is in arrears, they may be allocated the same unit they reside in at the time of the application, or a different unit if they choose to move, provided that:
    - (a) they have agreed, in writing, to a repayment schedule, and
    - (b) the director has approved of the terms of the repayment schedule.
  - (4) The director will make every reasonable effort to offer Members who are in arrears and unable to pay rent the option to move to a cheaper rental unit or move in with another suitable tenant.

### **Affordable housing list established**

- 8**
- (1) In the event that there are an insufficient number of social housing units in a given fiscal year, the director must develop an affordable housing list.
  - (2) The purpose of the affordable housing list is to identify which applicants have priority to an affordable housing unit if one comes available during a given fiscal year.
  - (3) The affordable housing list will have the following categories:
    - (a) a single category;
    - (b) a single parent category;
    - (c) a married or common law category; and
    - (d) an Elder category.
  - (4) The director may reassign an individual to a different category if there is a change to the individual's situation.

### **Assessment of applicants on the affordable housing list**

- 9**
- (1) The director will encourage applicants whose gross family income is greater than the relevant low-income cut-off to purchase a Tsawwassen Fee Simple Interest for the purpose of self-financing the construction a home elsewhere on Tsawwassen Lands and will connect the applicant with the housing planner who will provide the applicant with a list of financing alternatives and other relevant information regarding land transfers and building permitting.

### **Process to be followed when allocating affordable housing units or vacant rooms in a unit**

- 10**
- (1) After having assessed the applications and verified each applicant's income, the director will allocate units first to individuals that have renewed their rental agreement under section 6, provided that they satisfy the requirements outlined in section 7 [*Process to re-new an affordable housing unit rental agreement*].
  - (2) After having allocated units to individuals who are continuing to reside in an affordable housing unit under subsection (1), the director will allocate the remaining units to individuals that are on the affordable housing list.
  - (3) Notwithstanding section 9 [*Assessment of applicants on the affordable housing list*], the director must make every reasonable effort to:
    - (a) match the number of vacant bedrooms in a unit to the number of people in the family of an applicant to ensure that there are no vacant bedrooms in a given unit, and
    - (b) match the vacant units or vacant bedrooms to those applicants most in need, when allocating affordable housing rooms or units.
  - (4) When allocating affordable housing rooms or units, the director may encourage individuals on the affordable housing list to reside with a relative or other friend to ensure that the number of tenants in a unit matches the number of rooms.

- (5) The director will prioritize the allocation of,
- (a) single family dwellings to individuals listed in the,
    - (i) single parent category, or
    - (ii) married or common law category,
 who have dependents, and
  - (b) units in multi family dwellings to,
    - (i) disabled individuals, particularly if a unit designed for disabled persons becomes available,
    - (ii) an individual listed in the pensioner category,
    - (iii) an individual listed in the single parent category,
    - (iv) an individual in the married or common law category, or
    - (v) an individual in the single category, provided that they are able to share the accommodation with one or more individuals from the single category.
  - (c) individuals in the married or common law category or the single category will receive priority consideration for studio or 1-bedroom unit.
- (6) When allocating units, the director must also consider the level of crowding present in a unit and ensure that the maximum number of persons per room does not exceed the limits outlined in the table below:

(a)

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

- (b) children less than a year old are not counted, and children under ten are counted as half a person for the purposes of identifying the maximum number of persons eligible to reside in a unit.
- (7) Notwithstanding subsection (6), the director may permit a family unit to exceed the above list maximums in the event that there are no other reasonable housing alternatives for that family.
- (8) At the time an affordable housing unit is allocated to a new tenant, the housing planner will give a mandatory presentation on tenant responsibilities including, but not limited to:
- (a) who to reach out to in case the unit needs repairs,
  - (b) who to reach out to if the tenants are not able to make rent a given month,
  - (c) the process if the tenants fail to pay the full amount of the rent by the day it is due as set out in Section 22 [*Termination for non-payment of rent*],
  - (d) the importance of general upkeep of the unit to keep the maintenance costs low,



- (e) other matters the tenants would like to discuss.

### **Process if unit becomes vacant**

- 11**
- (1) If an individual vacates or is evicted from an affordable housing unit before the end of a fiscal year, the director will allocate the unit to the next qualified applicant on the affordable housing list subject to criteria set out in section 10.
  - (2) Priority will be given to the next qualified applicant that matches the number of rooms in the unit.

### **Process if a room in a unit becomes vacant**

- 12**
- (1) If a bedroom in a unit becomes vacant before the end of the fiscal year, the director will provide the other residents currently living in the unit one-month to identify a potential replacement in the unit.
  - (2) If the individual identified by the current tenants is not on the affordable housing list, that individual must submit an application and must sign a rental agreement.
  - (3) If the tenant cannot identify a suitable replacement, the director must make every reasonable effort to allocate the room to the next eligible applicant on the affordable housing list after having taken the criteria outlined in section 9 [*Assessment of applicants on the affordable housing list*] and section 9 [*Allocation of affordable housing units or vacant rooms in a unit*] into account, provided that the housing unit containing the vacancy is not a rent-to-own unit identified under section 17.

### **Rent calculation and payment**

- 13**
- (1) The rent for any given unit will be established by the director based on the support and shelter rates set by Indigenous Services Canada
  - (2) Households will be responsible for making monthly payments for the affordable housing unit they reside in.
  - (3) All tenants above age 19 residing in the same unit are jointly and severally liable for paying rent for the unit.
  - (4) A single parent who works or is a full-time or part-time student will receive a rebate equal to \$75.00 per month, subject to the approval of an application.
  - (5) Members signing a rental agreement may provide a void cheque to provide for direct, monthly payment of rents.
  - (6) Tenants who are also employees of the Tsawwassen Government may have their rent automatically deducted from their pay to facilitate the timely payment of rent.

## **Rental agreements**

- 14**
- (1) Rental agreements shall not exceed 12 months and terminate on March 31<sup>st</sup> of each year.
  - (2) All permanent residents in a dwelling are required to sign the rental agreement. Tenants are permitted to have guests reside with them in their unit for up to 4 consecutive weeks without the guest being required to sign a rental agreement.
  - (3) All households must have a signed rental agreement. Should a tenant refuse or fail to sign the rental agreement, the tenant is in trespass and may be given notice to vacate the premises or charged rent by the director provided that the rent charged does not bring total rent applied to the unit to an amount greater than the low end of market rent.
  - (4) The tenant is not permitted to assign or sub-let the premises.
  - (5) The names of all persons who will be residing in the home shall be listed in the rental agreement and any changes to that list must be approved by the director.
  - (6) In the event of extenuating circumstances such as a death of one of the tenants on the lease responsible for paying rent in an affordable housing unit, the remaining tenant(s) must meet with the housing planner to discuss next steps.

## **Tsawwassen First Nation responsibilities**

- 15**
- (1) Tsawwassen First Nation is responsible for:
    - (a) insuring each unit against fire;
    - (b) operating the affordable housing program in accordance with this regulation;
    - (c) the maintenance and/or replacement of the following:
      - (i) roofs, flashings, eavestroughs;
      - (ii) exterior wall finishes including exterior painting and washing;
      - (iii) exterior doors and windows;
      - (iv) heating systems;
      - (v) domestic hot water tanks, septic tanks, tile beds;
      - (vi) kitchen facilities such as stoves and refrigerators, sink and faucet installations, counter tops and cabinets;
      - (vii) bathroom facilities such as toilets, sinks and fixtures, vanities, tubs and fixtures;
      - (viii) interior floor coverings; and
      - (ix) laundry equipment where such equipment was included at the commencement of the project.
  - (2) The director must make annual inspections of the premises and, prior to inspecting a unit, must give the tenant adequate notice.

- (3) When undertaking an inspection, the director must make every reasonable effort to ensure that the tenant is present at the time of the inspection.

### **Tenant responsibilities**

- 16 (1) Tenants of an affordable housing unit must:
  - (a) pay rent to Tsawwassen First Nation monthly as stated in the rental agreement;
  - (b) keep the premises in good repair and in a clean condition;
  - (c) pay utility and gas charges in respect of the premises if applicable; and
  - (d) permit the director to make regular annual inspections of the premises provided that the tenant has been provided with at least 24 hours notice of an inspection.
- (2) Rent charges are the sole responsibility of the tenants and in the event that rent is not paid, the amount outstanding becomes a debt owing to Tsawwassen First Nation.
- (3) The tenant must not:
  - (a) use the premises for any purpose other than a residential dwelling and all tenants living in an affordable housing unit must have signed a rental agreement with the director; or
  - (b) remove any fixtures, sinks, bathtubs, or appliances from the house.

### **Acts of wilful damage**

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

### **Obligation to comply**

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

### **Termination of a rental agreement**

- 19** A rental agreement may be terminated by:
- (a) mutual agreement;
  - (b) the tenant; or
  - (c) Tsawwassen First Nation, for cause.

### **Termination by mutual consent**

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

### **Termination by the tenant**

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

### **Termination for non-payment of rent**

- 22**
- (1) When a tenant has failed to pay the full amount of the rent by the day it is due, the director must contact the tenant in person or by phone within five (5) days of a missed payment to inform them that they are in arrears and to inquire whether there has been a change to their status reducing their ability to pay.
  - (2) When the director contacts a tenant in arrears under subsection (1), the director must provide the tenant with:
    - (a) the opportunity to enter into an agreement to repay the outstanding rent according to a manageable, but defined schedule, and
    - (b) information on services they may access that may help address the reasons for falling into arrears, and
    - (c) information regarding the consequences for non-repayment and their rights to appeal any subsequent action.
  - (3) Provided that the tenant has not entered into a repayment agreement and continues to be in arrears after one week (7 days) from the due date, the director must provide written notice to the tenant that the tenant's account is in arrears and that the tenant may face eviction if the account is not brought up to date.
  - (4) Provided that the tenant has not entered into a repayment agreement and continues to be in arrears after two weeks (14 days) from the due date, the director must send the tenant an eviction notice in writing providing the tenant with notice that they must vacate the unit within thirty (30) days of receipt of the notice.
  - (5) Despite the provision of an eviction notice, that notice may be rescinded by the director provided that the tenant enters into a written repayment agreement with the director whereby the tenant agrees to bring their account up to date.

### **Termination of a rental agreement for bad behaviour**

- 23** (1) The director may, at any time, give a tenant a notice of termination of at least thirty (30) days, where:

- (a) the tenant, or any person permitted in or on the premises of the house by them, has caused damage to the house and the resident has failed to comply with an order made pursuant to section 21 [*Obligation to comply*]; or
  - (b) rental agreement has been breached; or
  - (c) the safety of other residents and of the community is seriously impaired by an act or omission of the resident or a person permitted by them in or on the premises of the house.
- (2) During the thirty day notification period, the housing planner must make every reasonable effort to meet with the tenant to ensure that the matter can be resolved without the need for termination of the rental agreement.
  - (3) If the tenant fails to comply with the notice to vacate the premises, eviction proceedings, including court action, shall be undertaken.

#### **Additional services**

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

#### **Appeals**

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

#### **Service request and complaints**

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

## SCHEDULE A – APPLICATION FORM

Please complete this form to be considered for an affordable housing unit or room. In the event that there are not enough units for applicants, unsuccessful applicants will be placed on an affordable housing list. Individuals from the affordable housing list will be considered for any vacancy that arises.

If you have any questions regarding affordable housing, please do not hesitate to contact the housing planner.

### APPLICANT INFORMATION

**(Please print clearly)**

Applicant name:	
Co-applicant name (if applicable):	
Address:	
City:	Postal code:
Phone:	Email address:
Date of birth (dd/mm/yyyy):	TFN enrolment number:
Co-applicant date of birth (dd/mm/yyyy) (if applicable):	Co-applicant TFN enrolment number (if applicable):
Family size:	Size of unit you are applying for (e.g. number of bedrooms):
Number of dependent(s):	Age of dependent(s):
Annual family income (please provide supporting documentation such as pay stubs, T4 tax slip, work contract, etc.):	
Are you employed by TFN? (Yes/No):	If yes, your rent payments will be deducted from your TFN earnings. To acknowledge that you are aware rent will be deducted from your pay please check here: <input type="checkbox"/>
Date submitted:	Signature:

The information on this form is collected under the authority of section 15 of the *Freedom of Information and Protection of Privacy Act* (TFN). This information will be used to fulfill the requirements solely for the purposes of collecting rent under the Affordable Housing Program. If you have any questions about the collection or use of this information, please contact the Director of Lands and Municipal Services (604.948.6038).

## SCHEDULE B – PRE-AUTHORIZED RENT PAYMENT FORM

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

NAME	ADDRESS	
NAME	CITY	POSTAL CODE
TELEPHONE NO.		

I/We hereby authorize

NAME OF FINANCIAL INSTITUTION

Address of Financial Institution

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

BRANCH TRANSIT # \_\_\_\_\_ BANK # \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

TYPE OF ACCOUNT:       CHEQUING    SAVINGS    OTHER

**VOID CHEQUE ATTACHED FOR VERIFICATION PURPOSES**

Attach VOID cheque here (without Bank Stamp)

**or,**

**PRE-AUTHORIZED RENT PAYMENT FORM COMPLETED BY BANK**

Bank Stamp (required without  
VOID cheque)

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

DATE \_\_\_\_\_ SIGNATURE(S) \_\_\_\_\_

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

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

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

1. Tsawwassen First Nation affordable housing program relies on the tenant to ensure that the tenant's bank account is in good standing with sufficient funds to cover such pre-authorized rent payments as they become due and payable on the first (1<sup>st</sup>), or another agreed upon date, of each month.
2. The tenant's pre-authorized rent payment will be drawn from their account and presented on the first (1<sup>st</sup>), or another agreed upon date, of each month for payment to cover the rent due for that month.
3. If a chargeback is required due to willful damage of an affordable housing unit, a withdrawal will be made automatically the month following notification of the chargeback.
4. A service charge will be levied for items returned unpaid by the tenant's bank, such as Non-Sufficient Funds, Account Closed, or Stop Payment.

**TO BE RETAINED BY THE TENANT**



## SCHEDULE C – FIRST WRITTEN NOTICE OF ARREARS

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

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

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

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

Please do not hesitate to contact the housing planner:

\_\_\_\_\_

to discuss your options and how we can help.

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

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

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

The current amount of your arrears is: \_\_\_\_\_.

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

Please do not hesitate to contact the housing planner:

\_\_\_\_\_

to discuss your options and how we can help.

## SCHEDULE E –WRITTEN NOTICE TO TERMINATE DUE TO BAD BEHAVIOUR

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

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

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

Please do not hesitate to contact the housing planner:

\_\_\_\_\_

to discuss your options and how we can help.