



LCAHS

LOWER COLUMBIA
AFFORDABLE HOUSING SOCIETY

Tenant Handbook

June 2021

**Lower Columbia Affordable Housing Society
Rental Policies and Procedures**

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All references to the landlord made in this document mean the Lower Columbia Affordable Housing Society (the Society) and their designate. The tenant agrees to observe the following policies and procedures delivered with the tenancy agreement, and such reasonable variations, modifications and additions from time to time made to such policies and procedures by the landlord and posted or communicated to the tenant in writing and forming part of the terms of the tenancy agreement. All tenants and guests must adhere to the policies and procedures. Three documented violation occurrences of any material term of the tenancy agreement will result in notification to terminate tenancy.

Should policy or procedures in this document differ from those in the Residential Tenancy Agreement, the more restrictive will apply.

Payment of Rent

Rent is due and payable on the first day of the month. The preferred method of payment is direct deposit. Not Sufficient Funds (NSF) cheques must be replaced by certified cheques, money orders, or cash. Any and all bank charges for NSF cheques are the responsibility of the tenant. The landlord will charge \$25.00 for NSF cheques.

The landlord will make every attempt to recover monies owed by current or former tenants for rent. A collection agency may be used to recover rent or damage arrears. Any current tenant who has not paid his/her rent by the second day of the month is in rent arrears and will receive an eviction notice.

Notifications

Written notification to tenant(s) is considered served provided one of the following methods is used:

- hand delivered personally;
- hand delivered to an adult in the unit in the event the tenant cannot be located;
- registered mail – after 5 days; or
- by posting in a visible place on the premises – after 3 days

Written notification to the landlord is considered served provided it is delivered to the Tenant Coordinator's office at:

Annual Inspection

1. Rental units will be inspected annually on or near the anniversary date of tenancy.
2. More frequent inspections can take place if required.

3. Tenants will be notified of the date and time of inspections at least 24 hours prior to the inspection unless there is an emergency and/or the landlord has the tenant's consent.

Common Areas

Common area means those areas of a housing complex that may be accessed by all tenants and can include both indoor and outdoor spaces.

1. A tenant may not erect or cause to be erected or place any structure or any other object whatsoever in the common areas without written permission of the landlord.
2. Policies with regard to substance usage and behavior are in full effect in common areas.
3. All tenants must be considerate of fellow tenants and courteous in their interchange in common areas.

Contents Insurance

1. The tenant is solely responsible for his/her own personal property.
2. The landlord is not responsible for any damages caused to the tenant's property in any manner whatsoever, including, but not limited to, damage caused by leaking pipes or water works, gas, steam, rain, snow, wind; damage caused by other tenants; or theft.
3. Tenants must purchase Contents Insurance.
4. Proof of contents insurance must be demonstrated annually.

Co-Tenancy

Co-tenancy agreements will not be considered.

Cultivation of Cannabis

1. Cultivation of cannabis is prohibited anywhere on LCAHS properties.
2. Existing tenancy agreements are automatically deemed to have a restriction on the growing of cannabis as it was illegal prior to October 17, 2018.
3. LCAHS Tenancy Agreements signed on or after October 17, 2018 must include the following clause, which will be added to all Tenancy Agreements:
"The tenant shall not, nor shall the tenant's family, guests or invitees grow or attempt to grow cannabis or cannabis plants, as those terms are defined in the *Federal Cannabis Act*, anywhere within the rental unit or in any common area used by the tenant or tenant's family, such as balconies and patios or flower beds, or anywhere else on LCAHS property."
4. This is a material term of Tenancy Agreements.

5. The Tenancy Application Form and Tenancy Agreement will include the Statement:
“Cultivation of Cannabis (Marijuana) is not permitted in the residential housing units or anywhere on LCAHS properties.”
6. Cultivation of Cannabis anywhere in the rental units or anywhere on LCAHS properties is grounds for a “Notice to End Tenancy”.

Alterations and Use of the Property

1. Any and all painting and or alterations to individual units is strictly prohibited without express written permission from the landlord.
2. Any pictures or wall hangings must be secured by removable adhesive wall hangers (for example Command Strips).
3. Any exterior modifications to the unit such as satellite dishes and air conditioners are strictly prohibited without express written permission from the landlord.
4. Business operations are not permitted on LCAHS property.
5. All vehicles parked on LCAHS property must be licensed, insured, and operable. Storage insurance does not comply.
6. Car repairs are not permitted on LCAHS property.

Grounds Keeping/Snow Removal

1. Tenant rental agreements will include details regarding grounds keeping and snow removal.
2. Tenants must not modify landscaping without written permission of LCHAS.
3. For safety and egress, entryways, stairs and walkways must be kept clear of debris, snow and ice.
4. LCAHS will manage required snow removal from the roofs of buildings it owns and operates.

Illegal Activities

1. The landlord has declared all LCAHS premises to be Drug Free Zones,
2. Illegal activities by tenants or guests at LCAHS premises is strictly prohibited and will result in immediate termination of tenancy.

Keys and Locks

1. LCAHS shall not alter the locks on the doors of a rental unit without notice being given to the tenant except in an emergency or if ordered by an arbitrator.

2. LCAHS needs access to and control of the use of keys. In exercising that control, they will comply with the *Residential Tenancy Act* and respect tenant's privacy while ensuring personal and collective security.
3. Each tenant will be issued keys appropriate to their rental unit. Tenants must maintain control of the keys. Key(s) must be returned or cost of re-keying the unit will be charged to the tenant.
4. Only LCAHS can issue additional keys.
5. LCAHS or designate will accompany locked out tenants to their unit to admit them. Regular occurrences of call-outs to unlock a tenant's unit, will result in a fee of \$25.00.
6. Only tenants will be admitted to their rental units, unless prior written consent has been given by the tenant.
7. Tenants will pay the cost of replacing lost keys.
8. Tenants will be invoiced for non-essential lock changes done at tenant's request.
9. LCAHS cannot change the locks to deny entry to one adult at the request of another adult tenant. In these situations LCAHS can only change the locks if given notice of vacancy from the adult tenant to be excluded from the unit, a copy of a restraining order is provided, or a request from the police department is made.

Maintenance and Emergency Repairs

1. Tenants must inform the landlord immediately regarding emergencies, which damage the rental unit or common property or threaten the health and safety of the tenants.
2. Tenants must inform the landlord as soon as possible of maintenance requirements.
3. The landlord will advise the tenant of steps to be taken to address an emergency or maintenance requirement.
4. Subject to the *Residential Tenancy Act*, the tenant must allow the landlord to enter a rental unit to assess and make the required repairs.
5. The tenant is responsible for repair costs for damage they cause. Invoices for repair costs born by the landlord must be paid within thirty (30) days after receipt. If the tenant is unable to pay their invoice within thirty (30) days, they must negotiate a payment agreement within five (5) days of receiving the invoice.
6. Repair costs include a rate of \$50 per hour (1-hour minimum), including unplugging toilets if the damage is caused by the tenant.

Move-In/Move-Out

1. A move-in and move-out form, as required by the *Residential Tenancy Act*, will be completed to determine the condition of the unit at the beginning and end of the tenancy.
2. At the end of tenancy, the tenant must ensure that the unit and furnishings are clean and in good repair, allowing for reasonable wear and tear.
3. All appliances and furnishings belonging to LCAHS must remain in the unit.

No Smoking

The intent of this policy is to protect the rights of individuals (tenants, guests and staff) from second hand smoke. All tenants are entitled to quiet enjoyment of their residential space, which includes the right to be free from unreasonable disturbances including second-hand smoke.

Criteria used by the LCAHS with regard to smoking within LCAHS rental units and the common spaces (indoor and outdoor) is not discriminatory against smokers as smokers have no constitutional right to smoke.

Definition

Smoking and vaping materials mean any tobacco related product, any herbal smoking product, E-cigarettes, cannabis, and medicinal marijuana.

1. All LCAHS properties, including both indoor and outdoor spaces are deemed non-smoking and non-vaping.
2. Contravention of this policy is grounds for a "Notice to End Tenancy".

Quiet Enjoyment

Under section 28 of the *Residential Tenancy Act*, a tenant is entitled to quiet enjoyment, including, but not limited to the rights to:

- reasonable privacy;
- freedom from unreasonable disturbance;
- exclusive possession, subject to the landlord's right of entry under the Legislation; and
- use of common areas for reasonable and lawful purposes, free from significant interference.

LCAHS policies regarding quiet enjoyment include the following:

1. The landlord will, to the best of their ability, ensure the tenant's rights to quiet enjoyment.
2. Tenants must be considerate of other tenants with regard to noise and other disturbances.

3. Loud music or other loud noises are prohibited between 11:00 p.m. and 7:00 a.m. unless local government noise control bylaws are more restrictive.
4. Guests who act in a manner that impacts any tenants rights to quiet enjoyment will be required to leave the property.
5. The landlord will exercise their right to evict tenants who repeatedly negatively impact other tenant's rights to quiet enjoyment.

Parking

The following parking policies apply:

1. Parking is available on a first come first served basis unless parking spaces have been assigned.
2. Tenants and visitors must park in designated parking areas only.
3. All vehicles parked on LCAHS property must be licensed, insured, and operable. Storage insurance does not comply.
4. Unlicensed vehicles will be towed away at owner's expense.
5. Tenant parking spaces may not be used or rented by non-tenants.
6. Tenants and visitors who park in disabled parking spaces must have a disabled parking permit visible on their vehicle.
7. Motor homes, recreational vehicles, boats, trailers, and other similar vehicles are prohibited from parking on LCAHS property.

Pest Control

Definition

Pests include, but are not limited to, rodents, cockroaches, ants, silverfish, and bedbugs.

Policy

1. It is the tenant's responsibility to keep rental units safe and clean.
2. To reduce the probability of pest infestations, tenants must:
 - store dry goods in tight fitting containers,
 - take out trash and recycling on a regular basis, and
 - ensure that all furniture and household items are free from pests.
3. Tenants must report signs of pests in rental units and common property to the landlord immediately.
4. The landlord may schedule monthly inspections to assess pest infestations.

5. Pest infestations will be managed by the landlord.

Pets

Purpose:

To minimize damage to rental units, and to not exclude qualified potential tenants who are pet owners, the following Pet Policies apply except where more restrictive Strata or local government regulations apply.

Policies:

1. Subject to review by the landlord, an existing dog or cat of a potential tenant may be permitted.
2. The weight of the existing pet under consideration may not exceed 9 kilograms (20 pounds).
3. No pets other than a cat or dog will be permitted.
4. Tenants are not allowed to acquire new pets while tenants of LCAHS rental units.
5. Tenants with permitted pets are required to pay a Pet Damage Deposit that is equal to 50% of the monthly rent of the unit.
6. A pet permitted through a Tenancy Agreement, must be licensed in accordance with the applicable local government bylaw.
7. Pets must be on a leash and under control or in a secure cage at all times when in indoor or outdoor common areas.
8. The tenant will pick up waste from their pet immediately from any area on the property, including the tenant's rental unit.
9. The tenant is responsible for any and all damages caused by their pet including, but not limited to, damage to the walls, floors, carpets, bathtub, drapes/blinds, patio or balcony.
10. The tenant will maintain a regular flea control and vaccination program for their dog or cat. Should flea infestation from their pet occur in the rental unit or on LCAHS property, the landlord may require the tenant to have the carpets cleaned and the rental unit de-fleaed. Should the tenant not act promptly in this regard, the landlord may seek compensation from the tenant from the subsequent flea removal treatment
11. All pet owners must ensure that their pet is kept well-groomed, including keeping their nails trimmed to limit potential noise and damage related to pacing and scratching.
12. A pet must not be left in the rental unit if the tenant will be absent for more than eight (8) hours. If the pet is left in the care of an alternate caregiver in the unit, their name and telephone number must be provided to the landlord.

13. When the landlord is required to enter the rental unit for maintenance work or otherwise (unless in an emergency), the tenant must either remove the pet from the unit or remain in the unit and keep the pet under control at all times.
14. Subject to the *Residential Tenancy Act*, the landlord is entitled to enter any rental unit where a tenant keeps a pet to inspect the unit and determine whether the tenant is complying with this policy.
15. Failure by the tenant to comply with any of the above terms and conditions will be considered a breach of a material term of the Tenancy Agreement and may result in the landlord requiring the tenant to permanently remove the pet from the property or issuing a notice to end tenancy.

Security

LCAHS places high importance on the safety and security of all tenants.

1. No tenant shall block open any door to common areas, which are normally kept locked, nor will they allow any visitor(s) to do so.
2. Any tenant who observes a door, which has been blocked open, is asked to remove the block and secure the door.
3. Tenants must safeguard their keys.
4. Strangers should not be provided access to the premises.

Tenant Conflicts and Complaints

LCAHS encourages all tenants to be good neighbours.

1. The landlord, or their designate, will only address complaints as they relate to the tenancy agreement.
2. Resolving inter-personal disagreements is not the responsibility of the landlord.
3. A tenant(s) involved in a disagreement with another tenant(s) should try to resolve the issue themselves.
4. Tenants who need help to resolve a disagreement with another tenant may contact the landlord or their designate for assistance.
5. Tenants who have complaints or concerns regarding their own tenancy agreement should contact the landlord or their designate.

Guests

1. It is the responsibility of tenants to inform their guests of LCAHS's policies and procedures.
2. Any guest not acting in accordance with the LCAHS policies and procedures will be requested by the landlord to vacate the premises.
3. Any guest refusing to vacate will be removed from the premises by local law enforcement.

Use of Private Outdoor Spaces

The objective of this policy is to establish standards of use for private outdoor spaces including, but not limited to: patios, decks and balconies. The standards are designed to maintain safety and an attractive appearance of LCAHS properties.

1. Private outdoor spaces may not be used for any of the following:
 - Storage;
 - Drying laundry;
 - Cooking including barbequing;
 - Storage and use of propane tanks;
 - Display of signs including flags;
 - Placement of indoor furniture;
 - Satellite dishes; and
 - Bird feeders and other types of feeders.
2. Potted plants are allowed, but may not be hung from railings or hooks. Water saucers must be placed under potted plants.

Sub-Letting

Sub-letting of LCAHS owned and managed rental units is not permitted.

Public Health Emergencies (including pandemics)

1. LCAHS requires and will facilitate compliance with public health orders to protect health of tenants and contractors. Measures may include, but not be limited to:
 - Establishing and posting occupancy limits for common areas;
 - Requiring tenants, guests and contractors to wear masks in common areas; and
 - Limiting use of common areas including elevators, laundry areas and storage areas to family units/cohorts

2. The expectation is that tenants and their guests will follow public health orders and guidelines of the applicable governing body.
3. The landlord will schedule move-in/move-out for tenants and maintenance activities to minimize the sharing of common spaces.

Appendix 1 Freedom of Information and Protection of Privacy

The purpose of this policy is to protect the privacy of tenants by restricting the release of personal information. All information obtained respecting an applicant or Tenant shall be kept confidential. No information shall be shared with any person outside the Association without the prior consent of the tenant (or applicant), except as follows:

1. Where the tenant/applicant file has been requested by a court summons.
2. Where a representative of the Ministry of Employment and Income Assistance has requested information concerning income or family composition or length of residence of a tenant.
3. Where informing the tenant would only heighten an existing crisis, such as, a tenant experiencing severe confusion, or a child being abused.
4. Where applicable information is required by an authorized debt collection agency under contract to the Association.
5. Where another landlord requests factual reference information concerning a tenancy. Such information shall generally be restricted to the areas of rent payment, confirmation of address and whether the tenancy was terminated for cause.
6. Where the tenant is causing / threatening harm to themselves or to others.

Appendix 2 Summary of Landlord and Tenant Maintenance Responsibilities

	Tenant Responsibilities	Landlord Responsibilities
Appliances	<ul style="list-style-type: none"> - cleaning exterior and interior; keeping freezer drain line clear - de-greasing stove, hood & fan - Instruction book for appliances must remain in Tenant Unit 	<ul style="list-style-type: none"> - motor/compressor repairs - replacement of appliance or major elements as needed - fan motor
Sinks, tubs and toilets	<ul style="list-style-type: none"> - proper cleaning & repairing of scratches - blockages (within unit) - washer replacement (faucet leaks) - plugs - mildew around tub or tile - toilet float and valve adjustments 	<ul style="list-style-type: none"> - major leaks - re-tiling or grouting - blockages (outside unit) - replacement as needed
Counters & cupboards	<ul style="list-style-type: none"> - cleaning & minor repair - repair due to damage 	<ul style="list-style-type: none"> - replacement or re-facing as needed
Linoleum	<ul style="list-style-type: none"> - cleaning & minor repair - waxing & stripping (if required) 	<ul style="list-style-type: none"> - replacement as needed
Carpets	<ul style="list-style-type: none"> - cleaning & repair - fumigating for fleas etc. 	<ul style="list-style-type: none"> - may rebate some cleaning costs - replacement as needed
Windows	<ul style="list-style-type: none"> - cleaning & removing mildew - negligent breakage 	<ul style="list-style-type: none"> - major mildew problems - no-fault breakage - repairs to mechanisms & frames
Electrical	<ul style="list-style-type: none"> - changing bulbs, - cleaning & replacing damaged covers 	<ul style="list-style-type: none"> - all inspection and repairs of wiring & electrical systems
Yards, balconies and patios	<ul style="list-style-type: none"> - cleaning & minor repair - mowing & weeding of private areas 	<ul style="list-style-type: none"> - deck, fence or rail replacement - common area grounds maintenance
Locks	<ul style="list-style-type: none"> - minor repair 	<ul style="list-style-type: none"> - all changes, replacements or upgrades
Snow Removal	<ul style="list-style-type: none"> - sidewalk to door 	<ul style="list-style-type: none"> - common areas