

POLICY

No. B.14

RENTAL ACCOMMODATIONS

*Adopted: 94-07-11
Amended: 00-11-20
Amended: 06-01-09
Amended: 07-10-09
Reviewed: 11-11-08
Reviewed: 12-10-09
Reviewed: 14-01-13
Amended: 15-04-13
Reviewed: 15-10-13
Amended: 16-06-13
Reviewed: 17-10-10
Reviewed: 19-01-14
Reviewed: 21-01-11*

Policy

The Board of Education will continue to guarantee the availability of rental accommodation in Kyuquot, Tahsis and Zeballos for professional staff as long as such accommodation is required. Board-owned housing will be made available on a temporary basis to other employees when it is not required for professional staff in any year. If, in any year, the Board is unable to rent all the housing accommodation to its employees, accommodation may be rented to other persons on the same terms and conditions as apply to employees for so long as employees do not require the accommodation. Rent charged for such accommodation will be in accordance with Section 105 of the *School Act*.

A Joint Rental Accommodations Committee will be established to encourage good relations between employees and the landlord and to make recommendations in regard to rental accommodation in the District. The Committee will meet at least once each year, and as required. In addition, a representative is to be selected annually as Housing Liaison Representative by the teachers who are tenants in each community.

The Joint Rental Accommodations Committee will consist of up to six representatives: up to three representatives of the Board (a Trustee, the Operations Supervisor and the Associate Director of Human Resources or designate), and one representative of the teacher tenants (Housing Liaison representatives) from each community where teachers are residing in Board-owned housing.

The Joint Rental Accommodations fund will be administered by a trust account, which will assure that revenue and expenditures will be only for housing purposes.

Disposition of rental accommodation will be in accordance with *Ministerial Order 146/89*. Before the Board disposes of housing accommodation, the Board shall first offer to sell the accommodation to employees of the Board.

REGULATION

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Reviewed: 19-01-14
Reviewed: 21-01-11*

Regulation

1. Prospective employees will be informed of available accommodation and rent before they are hired and assigned to a particular school.
2. Tenants will be required to complete and sign the School District Rental Agreement before occupying rental accommodation. A copy of the rental agreement is attached, and forms a part of these regulations.
3. The Operations Supervisor or designate will meet with each tenant during the course of each year to review maintenance concerns and inspect the premises with the Housing Liaison representative.
4. Work Orders for maintenance of housing will be submitted to the Operations Department and the Housing Liaison representative, to be tracked by both.
5. Employees who have resided in Board housing, if they move out, are not entitled to return to Board housing.
6. The Joint Rental Accommodations Committee will submit an annual report to both the Board and the Teachers' Union, including recommendations for a budget and a five-year plan for rental accommodation in the District.
7. Rental charges will be reviewed annually by the Board and the Joint Rental Accommodations Committee, with consideration given to the general operation of the Trust Fund.
8. Tenants, other than teachers, may submit requests in writing to the Operations Supervisor.
9. All work will go ahead as scheduled unless postponed due to budget and/or workload issues. Tenants will be informed of the ten-year goals and shall not hinder the progress of this plan.
10. The allocation of teacherages shall adhere to the principle of seniority whenever possible, recognizing that teachers with families shall have priority in assigning housing.

BETWEEN:

The Board of Education of
SCHOOL DISTRICT 84 (VANCOUVER ISLAND WEST)
of British Columbia, hereinafter called the "Board"

- and -

(Tenant)

of British Columbia
hereinafter called the "Tenant(s)"

THE BOARD AND THE TENANT HEREBY AGREE:

That the Board will rent to the Tenant the teacherage on _____, in the Village of _____ also known as teacherage number _____, subject to the following conditions:

School District 84 Operations & Resources Department will be carrying out housing inspections twice yearly and inspections each time a tenant moves. A twenty-four (24) hour notice will be given of these inspections in order that tenants can be present when the inspection is carried out. If a tenant is unable to be present or provide a representative, the inspection will be carried out with the tenant absent.

The work to be done in the units will be determined by the Operations & Resources Department. Priority will be given to work needed to rectify unsafe conditions, insecure units and general appearance.

1. The Tenancy Agreement shall be effective on the _____ day of _____, 20____ and shall continue in effect for the duration of the _____ school year unless terminated by either party in accordance with Sections 19 to 22 of this Tenancy Agreement.
2. The Tenant agrees as follows:
 - a. to pay rent and rates for electricity, telephone, propane, satellite television or fuel oil. The Landlord will pay for residential water, sewer and garbage (electricity is included in the Kyuquot teacherage rent);
 - b. to be financially responsible for the repair of any damage due to action or inaction of the tenant.
 - c. not to assign this Lease or sublet the property, buildings, or contents without written consent;
 - d. the Tenant will indemnify and save the Landlord harmless from all liabilities, fines, suits, claims, demands, and actions, of any kind or nature for which the Landlord shall, or may become, liable or suffer by reason of any breach, violation, non-performance or damage by the Tenant of any covenant, term or provision hereof or by reason of any death or injury or property damage by reason of any act, neglect, or default on the part of the Tenant or any of his family or his household or

his guests; such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death, occurring during the term hereof shall survive the termination hereof, anything herein to the contrary notwithstanding.

3. a) The rental rate for the above noted residence shall be \$_____ per month and shall be reviewed annually. Rental payments will be automatically deducted from the Tenant's monthly salary and a damage deposit equivalent to one-half month's rent shall be deducted from the Tenant's monthly salary in the first month of the tenancy. The damage deposit will be refunded with interest after the final inspection less any damages or monies owed. A further damage deposit, equivalent to one half of one month's rent, will be deducted where a tenant has a pet or pets.
b) Where provided by the Board, the Tenant agrees to have those items identified in paragraph 2 (a) above deducted from the Tenant's monthly salary. A record of charges will be provided to the tenant monthly.
4. It is not Board Policy to supply light bulbs, lawn mowers, weed eaters or other tools and equipment. The exception being Kyuquot and Zeballos, where tenants may use gardening equipment at their own risk, and carpet cleaners for Kyuquot since none can be rented locally. Should carpet cleaners not be available for rent in Tahsis or Zeballos, then the Board will supply a carpet cleaner.
5. It is expected that tenants will provide normal upkeep to the grounds surrounding their accommodation.
6. Work that is required to be done in the rented unit, but that has not been scheduled, should be requested on a Teacherage Work Order. These forms are available on the District website and once filled out, should be given to the local housing liaison representative.
7. The Tenant shall not alter, or cause to be altered, the locking system on any door providing access to the premises. Two house keys will be provided to each tenant occupying a unit. If these keys are not returned when the unit is vacated or are lost during the tenancy, a charge of \$21.00 will be levied for each key and \$30.00 for each core.
8. The final inspection that is held when a unit is being vacated will determine what, if any, damages a Tenant is responsible for. Costs of damages due to abuse or neglect will be deducted from the damage deposit. Final inspections will be conducted immediately prior to the unit being vacated. The actual time of inspection will be determined by the number of vacancies occurring in the various communities in the District. It is the intent of the District to conduct the final inspections as close as possible to the actual date of departure.
9. Units being vacated must be left in a clean and tidy condition.
10. The Tenant shall not store or bring in and out of the building, bicycles, motorcycles, snowmobiles or similar vehicles except for the storage of bicycles which is allowed in the storage rooms or basements.

11. The Tenant will, at all times during the term of this Tenancy Agreement, maintain and upon termination thereof, deliver up the premises, including all property, keys and equipment of the Board in good and usable condition, but the Tenant shall not be responsible for reasonable wear and tear of the premises or contents, or for damages caused by fire, lightning, flood, or tempest, or other causes beyond the reasonable control of the Tenant. The Tenant shall be responsible for all damage caused to the property or equipment from the action of pets.
12. All acts of vandalism must be reported to the RCMP and the Board or its agent within twenty-four (24) hours of discovery.
13. Tenants are advised to carry adequate insurance coverage for fire, smoke and water damage and theft, on their own possessions, and may be held liable for accidental injury, accidental damage, or accidental breakage arising from the Tenant's abusive, willful or negligent act or omission, or that of his guests, in his use of the Board's services and property.
14. The Tenant shall not remove, or cause to be removed, any equipment from the teacherage, or transfer equipment from other premises or property owned by the Board.
15. The Board agrees that the Tenant shall have quiet possession of the premises. The Tenant, and family or guests, will not cause a nuisance or disturbance to other tenants in the same building or adjoining buildings.
16. The Tenant will not have or allow any pets while occupying said premises without the consent in writing of the Landlord.
 - a) Where consent is given to maintain pets, the employee shall be responsible for keeping the property in a clean condition and for making any repairs to buildings or property which results from the actions of pets.
 - b) Where, in the opinion of the Board, a pet is causing unnecessary and excessive damage to the buildings, contents or property, the Board shall order the removal of such pets from the property and such order will be carried out forthwith.
17. The Board or its agents may enter the premises in the event of an emergency; the Board or its agents shall have immediate access to the teacherage for the purpose of performing the necessary emergency repairs. If the Tenant is not present, then the housing liaison representative shall be asked to accompany the maintenance person or agent of the Board.
18. The Tenant shall not perform any alterations, renovations or improvements to the premises without the written authorization of the Board. All alterations, renovations or improvements made to a teacherage becomes the property of the Board whether paid for by the Board or the Tenant. This shall also apply to the construction of permanent outbuildings and fences on the property.
19. The Tenancy Agreement may be terminated by the Board for non-payment of any amounts owed by the Tenant under this Tenancy Agreement as follows:

- a. if any monies owed by the Tenant are unpaid on any day after the day they are due, by giving at least ten (10) days' notice to end the Tenancy Agreement;
 - b. if notice is provided under Section 19(a), and all amounts owed are paid within five (5) days after the Tenant receives the notice, the notice will be cancelled. If all amounts owed are not paid within five (5) days after the Tenant receives the notice, the tenancy shall come to an end on the effective date of the notice.
20. The Board may end this Tenancy Agreement by giving at least fourteen (14) days' notice to end the tenancy if one or more of the following applies:
- a. the Tenant is repeatedly late paying rent;
 - b. the Tenant or a person permitted on the teacherage by the Tenant has seriously jeopardized the health or safety or a lawful right or interest of the Landlord or another occupant, or put the Landlord's property at significant risk;
 - c. the Tenant or a person permitted on the teacherage by the Tenant has engaged in illegal activity that
 - i. has caused or is likely to cause damage to the teacherage,
 - ii. has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the teacherage or adjacent properties, or
 - iii. has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the lawful right, interest or reputation of the Landlord;
 - d. the Tenant or a person permitted on the property by the Tenant has caused extraordinary damage to the teacherage;
 - e. the Tenant does not repair damage to the teacherage, as required under this Agreement;
 - f. the Tenant has failed to comply with a material term of the Agreement, and has not corrected the situation within a reasonable time after the Board gives written notice to do so;
 - g. the teacherage must be vacated to comply with an order of a federal, British Columbia, regional, or municipal government authority;
 - h. the Tenant takes an extended leave of absence from their active duties with the Board. An extended leave is one which the Board reasonably expects, or which does in fact, extend for a period greater than twenty (20) days;
 - i. the Tenant's employment with the Board comes to an end for any reason;
 - j. the Tenant accepts a temporary or permanent position with the Board outside the community where the teacherage is located.

21. The Tenant may terminate this Tenancy Agreement by providing fourteen (14) calendar days' notice to the Board, and, in this event, shall vacate the premises on or prior to the effective date of such notice.
22. This Tenancy Agreement may be terminated by mutual agreement in writing.
23. Teacherages which are equipped with oil heating systems will have oil storage tanks filled by the School District and it will be the responsibility of the Tenant to leave the storage tanks in the same manner when the premises are vacated.
24. All work will go ahead as scheduled unless postponed due to budget and/or workload issues. Tenants will be informed of the five-year goals and shall not hinder the progress of this plan.
25. A tenant will be expected to maintain a minimum thermostat setting of 15 degrees Celsius or 60 degrees Fahrenheit in the teacherage during absences in periods of cold and wet weather.

SIGNED THIS _____ day of _____ 20_____.

On behalf of the Board

On behalf of the Tenant

Witness Name

Witness Name

Witness Signature

Witness Signature