Welcome Bay Program Agreement and Guidelines

Welcome Bay is a Second Stage housing project, offering two units located in Ucluelet. One suite is 3 bedrooms and the other is a one bedroom suite. Women with or without their children may be referred by themselves or by other service providers. Tenancy is intended to be of a mutually agreed on term, usually 6 months, and renewable up to 18 months. Program participation is a requirement of tenancy. The Westcoast Community Resources Society offers many counselling and support programs. If tenants are not in need of any support services for themselves or children, they agree to a minimum once weekly check in with WCRS staff at an agreed time or with notice. The goal of this housing program is to provide safe stable housing and to assist women in reaching independence.

The criteria for tenancy is moving from an abusive relationship or family violence, being able to live independently and abide by resident guidelines. Applicants participate in an interview process and prior to moving in all regulations, responsibilities and conditions of residency are explained. Admission to Welcome Bay is based on need, suitability and availability as assessed by WCRS staff.

Application is not a guarantee of tenancy, and once a tenancy agreement is signed it can be ended for cause. These two units are not under the Residential Tenancy Act and eviction can be for causes clearly defined in the agreement. Tenants will agree to adhere to Policies and Procedures. These are in place to ensure the program is safe, productive and enjoyable for all residents. Failure to adhere to these policies can be cause to end tenancy.

-Use of alcohol or drugs are not permitted and prohibited in or on the premises. Should a resident have a valid prescription for medical marijuana, arrangements with staff will be discussed for safe use and storage.

-Subletting and roommates are not permitted. If children return to their mother's care, efforts will be made to ensure the family is not under-housed. If children are removed from mother's care due to safety concerns, it may be cause to end tenancy.

-Pets are not allowed in Welcome Bay. If anyone is unable to accept tenancy due to a pet, we will do our utmost to assist with finding safe housing.

-Smoking of any sort, including "vaping" and e-cigarettes is prohibited inside the building and on the property. The growing of cannabis is prohibited inside these rental units or on the property.

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-To ensure quiet enjoyment, 10:30 pm is “quiet time” when tenants are asked to ensure no loud music, television or activities disturb others. Guests should leave by 10 pm.

-Overnight guests are not allowed unless authorized in advance. (Children on the program agreement are exceptions.)

-No male visitors over the age of 18 are permitted unless authorized in advance. Each visitation requires minimum 24 hours approval in advance.

-No intimate partners or identified abusers, male or female, are allowed on the property.

-Each unit has one parking space available. The garage is reserved for WCRS use only. A vehicle parked at Welcome Bay must belong to a tenant and be licensed, insured and operational.

-Barbeques or barbequing is allowed only on the concrete or gravel behind the house. Fire pits are not permitted.

-Rent is due in full prior to or before noon on the first of the month. Rent will include use of furnishings, appliances, window coverings, bed/s, keys, garbage/recycling.

-The rental amount of each unit is set at a minimum and a damage deposit is required. Rent is calculated as 30% of gross monthly income, no less than shelter rates. Proof of income is required. Damage deposit is calculated as 50% of rent amount. Each tenant is responsible for setting up their own accounts for cable, internet and phone. At the end of a tenancy, the tenant is responsible for closing these accounts.

-WCRS will bill the tenant directly for hydro, based on usage for individual units. Hydro will be billed monthly on the first of the month and due by the 15th of the month.

-If a tenant’s income is Social Assistance, they can arrange for direct payment of rent to WCRS. It is the tenant’s responsibility to seek rental subsidies if eligible. Receipts for rent will be issued. Unpaid rent can be cause for ending tenancy if the tenant does not communicate their circumstances to WCRS.

-At the start of a rental, tenant and a WCRS representative will do a move-in inspection that both parties will sign. At the end of a rental, the inspection form and cleaning checklist will be used to determine if all or part of the damage deposit is returned. The tenant will be given a copy of the inspection report.

-Units are partially furnished. Tenants may move in with their own furnishings but are responsible for making arrangements and paying movers. WCRS can request that some furnishings be cleaned to ensure no pests (bedbugs, fleas etc) are moved into the suite.

-Each suite will include laundry facilities.

-Keys to the suite are issued to the tenant only. No copies may be made. If a key is shared with anyone unauthorized, the tenant will pay the cost of changing the locks. Tenants will not install any additional locks to doors.

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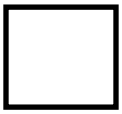

-The tenant is responsible for reporting all maintenance or repair concerns to WCRS. No repairs are to be attempted by the tenant if it involves plumbing or electrical. Given the unique qualities of the Panabode style building, tenants can request assistance with wall hangings. No nails or screws are to be used in the wood walls. Emergency repair contact information will be provided for after hours and weekends.

-Tenants are responsible to put out their garbage and recycling on appropriate days for collection. Garbage is to be kept secured until garbage collection to avoid attracting wildlife. Tenants are expected to keep the breezeway and grounds tidy and free of personal items.

-Tenants will communicate and attempt to resolve differences so that all can feel safe and comfortable. Any difficulties can be brought to a WCRS staff's attention to help with finding a solution.

-Gossip is a violation of confidentiality; no information about other residents is to be discussed with anyone other than a WCRS staff on-site or off-site.

-A formal complaint resolution procedure will be available to a tenant who feels they have grounds to pursue a matter that has not been dealt with to their satisfaction. This procedure will be used after all other means have been tried.

-Parents and/or guardians are responsible for the conduct and actions of their children and responsible for any damage caused by them. Although it may be necessary at times to use a louder voice when dealing with children, constant shouting and yelling at children is not healthy and can be disturbing to others. Ask for help or support if feeling overwhelmed. Children under 12 years cannot be left unsupervised nor left to care for younger children in the suites.

-Tenancies can be ended early if a tenant feels ready to move on. The end of tenancy will be with a month's written notice. The damage deposit will be returned within 15 days. Tenants must advise WCRS if they are going to be away for longer than seven days; after that staff may enter the suite for health and safety purposes.

-Tenancies may also be extended with an application to extend tenancy in 6 month increments for up to 18 months. This application and review process begins 4.5 months into tenancy. Extensions are contingent but not limited to participation in Second Stage housing objectives.

-If all attempts to support a tenancy fail or a tenancy ends with cause, there may be no notice and no refund of rent or damage deposit depending on the circumstances. Tenancy can end if there is harm to self or others, significant damage done to the house or property, guests have damaged or caused harm, tenant or guest has engaged in illegal activity. WCRS will always act in good faith and try to resolve issues with or between tenants; however tenants unable to respect agreements or property will nullify their tenancy.

-If you are evicted immediately for cause you must arrange with staff to pick up your belongings within ten days. If you fail to do so items may be stored for up to thirty days if storage space permits.

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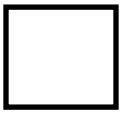

-The terms in the guidelines are subject to review and additions. If any changes are made to these guidelines they will be provided to tenants.

Welcome Bay units A and B are not covered by the Residential Tenancy Act, SBC 2002, c. 78 as Welcome Bay is considered "transitional housing" as defined in Section 1 of the Regulations.

Definitions

(1) In this regulation, **"Act"** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78.

(2) For the purposes of section 4 (f) of the Act *[what the Act does not apply to]*, **"transitional housing"** means living accommodation that is provided

a) on a temporary basis,
b) by a person or organization that receives funding from a local government or the government of British Columbia or of Canada for the purpose of providing that accommodation, and
c) together with programs intended to assist tenants to become better able to live independently. [am. B.C. Reg. 278/2016, Sch. s. 1.]

(3) Income means the total payments received from work, social assistance, pensions, interest, assets and other earnings before taxes from all persons living in the same household.

a) Income includes, without limitation:
    i. all income from earnings, including commissions and tips;
    ii. all income from all public and private pension plans, Old Age Security and Guaranteed Income Supplement;
    iii. all income received under the Employment and Assistance Act or the Employment and Assistance for Persons with Disabilities Act ("Income Assistance");
    iv. alimony;
    v. child support;
    vi. workers' compensation benefits; and
    vii. employment insurance.
b) The following are exempt from inclusion in Income:
    i. Child Tax Benefit;
    ii. capital gains, such as insurance settlements, inheritances, disability awards and sale of effects in the year they are received;
    iii. up to $200.00 per month for each person residing in a Second Stage Housing unit receiving income from employment. Earnings of less than $200.00 can be deducted up to the amount earned;
    iv. the earnings of a person aged eighteen (18) and under;
    v. student loans, student loan equalization payments and student grants (Note: non-repayable training allowances, research fellowships or similar grants are not excluded);
    vi. income of full-time students aged nineteen (19) or over from temporary jobs between school years or semesters to a maximum of four (4) months per calendar year (Note: regular ongoing income is not exempt);
    vii. living out or travelling allowances;

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viii. Shelter Aid for Elderly Renters ("SAFER") or Rental Assistance Program ("RAP") payments received prior to moving into the Development (Note: Residents where the WTHSP Rent Scale applies are not eligible for SAFER or RAP);
ix. Goods and Services Tax (GST) rebates and Harmonized Sales Tax (HST) rebates;
x. taxable benefits;
xi. War Veterans Allowance (WVA) and Disability Pension from War Veteran's Affairs Canada;
xii. government provided daycare allowance; and
xiii. payments for foster children, or Child in Home of Relative (CIHR) income under the Employment and Assistance Act.

I understand and agree to abide by the regulations as laid out above for Welcome Bay residency.

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TENANT SIGNATURE LANDLORD REPRESENTATIVE SIGNATURE

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