

# Administrative Policy

## Banff Housing Corporation BHC Rental Policy

Policy BHC-A-1005



<b>Approved:</b>	August 2010	<b>Administrative Responsibility:</b>	BHC Administration
<b>Replaces:</b>		<b>Last Review Date:</b>	January 1, 2024
<b>Modified:</b>	January 1, 2024	<b>Next Review Date:</b>	

### 1.0 POLICY

The purpose of the Banff Housing Corporation (BHC) is to help the Town of Banff maintain a healthy and balanced community. We do this, in part, by providing value-priced homeownership opportunities to eligible residents of Banff, based on a prioritized list. It is imperative that the BHC enforce Article 4 which ensures that BHC properties are owner occupied, as the alternative would defeat the purpose of the BHC's mandate and in so doing would ignore our obligations to current BHC homeowners, re-sale list applicants, and the community at large.

A BHC property is to be the primary residence of the BHC owner (Sub-Lessee). The Sublease Agreement allows an owner to leave the property vacant for a six-month window in any twelve-month period and indicates that homeowners must receive approval from the Board if they wish to rent their premises for any window of time. The Board reserves the right to refuse rental requests at their discretion.

### 2.0 SCOPE

This policy applies to all BHC homeowners (Sub-Lessee).

### 3.0 DEFINITIONS

The definition of "Primary Residence" as contained in the sublease agreement indicates that the residence "is the place that the Sub-lessee ordinarily and continually occupies as his residence on a full-time basis, as determined by the Corporation." The BHC Board (Board) determines full time basis to be day to day.

### 4.0 RESPONSIBILITIES

- 4.1 The Banff Housing Corporation is responsible for:
- a) implementing, monitoring, and evaluating this policy.

### 5.0 PROCEDURE OR PROCESS OR

- 5.1 Should a homeowner wish to rent their premises they must provide their request to the Board in writing.
- a) Homeowners may request a **one-time, one-year** rental request that will be reviewed on a case-by-case basis and is subject to approval by the BHC board.

b) Following the approved rental period, the homeowner must return to BHC board indicating their intent to return to Banff to continuously occupy their BHC home on a full-time basis or move forward with their new opportunity and proceed to list their property for sale.

c) In cases where a homeowner is leaving the Bow Valley for educational purposes, homeowners must apply in writing the BHC board of director for consideration. Upon approval, cases will be renewable, based on proof of enrollment in a post secondary institute.

5.2 In accordance with BHC Board motion BHC23-38, a rental request fee of \$350+GST will be required for submission to the BHC Board for consideration. This same fee applies to every request for renewal. At a minimum, rental approvals will be subject to the following conditions:

a) The property cannot be rented to a business and/or used for the purposes of staff accommodation.

b) The homeowner must rent to a resident who meets Parks Canada's eligible residency requirements and is advised that they are required to update their statutory declaration on eligible residency to Parks Canada.

c) The homeowner has received approval to rent their premises from the condominium association **(if applicable)**.

d) The homeowner identifies a local representative who is authorized to act on behalf of the homeowner, including contact name and number, during their absence.

e) The homeowner provides the names of the tenants occupying the premises to the BHC administrative staff.

f) That the tenant agrees to not sublet the residence to any other parties.

g) That the homeowner must request an extension to the period outlined above if such is required to complete their studies **(if applicable)**.

It is understood that this consent does not constitute approval for future rental.

## **6.0 AUTHORIZATION**

The BHC Board will review all rental requests on a case-by-case basis.

## **7.0 RELATED DOCUMENTS**

Sublease Agreement, ARTICLE 4 - USE OF THE LAND

**4.** The Sub-Lessee covenants and agrees to:

a) use the Lands for the sole purpose of the Primary Residence of the Sub-Lessee and shall occupy, use, and maintain the Lands in accordance with the Town's by-laws and the following provisions:

i) any dwelling upon the Lands shall be continuously occupied as the Primary Residence of the Sub-Lessee, except that the unit may remain vacant for a maximum period of SIX (6) consecutive months in any TWELVE (12) MONTH period, or such longer time as the Corporation may authorize in writing, during the Term of this Sublease.

ii) the Sub-Lessee may sublet their interest in the Lands to a Bona Fide Resident subject to the conditions that the Sub-Lessee first obtains the prior written approval of the Corporation, which shall not be unreasonably withheld, and that the Lands remain the Primary Residence of the Sub-Lessee;

iii) Sub-Lessee's Co-Habitants are permitted to co-habit the Lands with the Sub-Lessee, but the Sub-Lessee shall be responsible for all their acts and omissions as if they were the Sub-Lessee's own acts or omissions.

(iv) all occupants of the Lands shall be Bona Fide Residents.

This policy shall be in effective on the date it is approved by the Banff Housing Corporation Board.