



SAMPLE AGREEMENT – SUBJECT TO CHANGE

CANADA – BRITISH COLUMBIA HOUSING BENEFIT (CBCHB) AGREEMENT

THIS AGREEMENT dated for reference <◆Date>

BCH File # <◆File ref>-02 / <◆Project ref>

BETWEEN

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

1701 – 4555 Kingsway, Burnaby, British Columbia V5H 4V8

(“BC Housing”)

AND

<◆PROVIDER NAME>

<◆Provider’s address>

(the “Provider”)

REGARDING SERVICE PROVISION

Throughout the communities of

<◆Community>

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AGREEMENT SUMMARY

PART 1 - PROGRAM SUMMARY

1. In June 2018, the Governments of Canada and British Columbia signed the CMHC-British Columbia Bilateral Agreement under the 2017 National Housing Strategy to protect, renew and expand social and community housing. The Canada – British Columbia Housing Benefit (CBCHB) is the third initiative under the CMHC-British Columbia Bilateral Agreement.
2. Joint funding committed through the Canada Housing Benefit aligns with existing provincial programs and initiatives, which will benefit BC households with access to appropriate, affordable, safe and inclusive housing in their community.
3. The purpose of the BC-Canada Housing Benefit program (“Program”) is to provide Housing Benefits to households living in non-subsidized rental Units with Incomes below the Income Limits.
4. BC Housing wishes to reduce Housing Need by providing direct financial assistance to vulnerable households renting in non-subsidized rental Units who are not served by existing programs or where suitable community housing is unavailable. The Provider wishes to deliver the Housing Benefits, including identifying and selecting eligible households, managing, processing and administering the Housing Benefits.
5. Pursuant to this Agreement, the parties agree that the Provider will select qualified individuals and/or families (“Recipients”) and provide a Housing Benefit to that household, funded by BC Housing.
6. The Provider is a fully independent self-governing entity registered under the *Societies Act* (British Columbia). Operation of the Provider is subject to its Constatting Documents and the *Societies Act* (British Columbia). The members of the Provider and its governing board are responsible for all affairs of the Provider related to both Provider operations in general and the ongoing management of the Development.
7. In entering this Agreement with the Provider, BC Housing recognizes that the Provider was established for the advancement of specific social purposes prior to its decision to participate in this particular Agreement.
8. BC Housing recognizes that the Provider brings both tangible and intangible assets to the Program. The Provider’s board members serve on a voluntary basis, i.e., without recompense for their time and expertise.
9. The Provider and the board are expected to create an environment that is supportive of the needs of the Recipients and to that purpose may provide services and activities not funded by this Agreement.

PART 2 - SERVICE DESCRIPTION

1. The Provider will deliver the Housing Benefits which includes:
 - a. ensuring that Housing Benefits are disbursed to eligible Recipients, as outlined in *Schedules B and F*;
 - b. notifying Recipients of any changes to their Housing Benefit;
 - c. ensuring that each Recipient provides consent using the Benefit Recipient Agreement, as outlined in *Schedule H*;
 - d. ensuring all Housing Benefits are entered in the Database by the Housing Benefit effective date; and
 - e. coordinating with BC Housing to ensure smooth transitions between the CBCHB Program and other applicable programs.

PART 3 - AGREEMENT

The parties agree as follows:

1. **Term**
 - a. This Agreement will start on <◆ Start Date> and end on <◆ End Date>, unless earlier terminated in accordance with this Agreement.

- b. The parties may mutually agree to renew this Agreement for an additional three (3) years subject to amendments made to this Agreement.
- 2. **Previous Agreements**
 - a. This Agreement replaces the existing <◆ BC-Canada Housing Benefit (BC-CHB) Homeless Prevention Program (HPP) Non-Profit Support Services Amending Agreement>, dated for reference <◆Date> pertaining to the funding provided by BC Housing to the Provider.
- 3. **Outcome/Performance Measures**
 - a. BC Housing will collect baseline data during the Term of this Agreement and will establish appropriate performance measure requirements subject to collection of this data in support of Program planning.
- 4. **Additional Requirements**
 - a. The Provider will ask all Recipients to sign a Benefit Recipient Agreement, which provides for identifiable personal information to be entered into the Database provided by BC Housing, for the purpose of the Provider providing Housing Benefits to the Recipient and BC Housing completing evaluation of the Program. Recipients must consent and enter into a Benefit Recipient Agreement in order to activate a Housing Benefit.
- 5. **Payments**
 - a. BC Housing will provide funding to the Provider as specified in *Schedule B, Part C*, as negotiated by the Provider and BC Housing prior to the execution of this Agreement.

SAMPLE

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties except where this Agreement allows for otherwise.

IN WITNESS of which the duly authorized signatories of each of the Provider and BC Housing have executed this Agreement effective as of the Commencement Date of this Agreement.

<◆ PROVIDER NAME>

Per its authorized signatories

Signature Date Signed

Print Name and Title

Signature Date Signed

Print Name and Title

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

Per its authorized signatories

Signature Date Signed

Print Name and Title

Signature Date Signed

Print Name and Title

SCHEDULE A – GENERAL PROVISIONS

A. DEFINITIONS

1. **Adjusted Rent** means the amount used to calculate the Housing Benefit, and is the lesser of the actual rent paid (plus the heat allowance where applicable) by the Recipient or the Rent Ceiling, based on household size and location in the province, as established by BC Housing from time to time.
2. **Benefit Recipient Agreement** means the agreement between the Provider and the eligible Recipient who is receiving a Housing Benefit.
3. **Commencement Date** means the first day of the Term of this Agreement, as outlined in Agreement Summary, Part 3, Clause 1.a.
4. **Constating Documents** means the constitution and bylaws of the Provider, together with any amendments, as registered with the appropriate registry.
5. **Database** means the computer application provided by BC Housing to meet the operational and informational needs of the Provider and BC Housing.
6. **Fiscal Year** means the Provider's Fiscal Year which will end on <◆ Fiscal Year End> or as otherwise agreed by the parties.
7. **Housing Benefit** means the monthly benefit paid to eligible Recipients by the Provider as described in *Schedule G*. The usage of the benefits is outlined in *Schedule F*.
8. **Income Limits** represents the maximum income for eligibility to be a Recipient. This maximum will be established by BC Housing from time to time.
9. **Housing Need** means households who are unable to rent affordable, suitable, adequate housing without paying more than 30% of their income.
10. **Provincial Government** means Her Majesty the Queen in Right of the Province of British Columbia.
11. **Recipient** means individuals and families eligible for Housing Benefits as set out in *Schedule D*.
12. **Record** means accounts, books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical and other means, but does not include a computer program or any other mechanism that produces records.
13. **Rent Ceiling** means the maximum rent allowed for calculating the Housing Benefit, as determined by BC Housing from time to time and outlined in *Schedule G*.
14. **Term** means the period of time this Agreement is in effect, as defined in the *Agreement Summary, Part 3, Clause 1*.
15. **Unit** means a legal dwelling unit rented by a Recipient pursuant to a tenancy agreement and used as their primary residence.

B. RESPONSIBILITY OF THE PROVIDER

1. **Role of the Provider.** The Provider:
 - a. will fulfill its obligations under this Agreement in a proper, efficient and timely manner as would a prudent provider of similar services, and in accordance with this Agreement; and
 - b. agrees and understands that it is solely responsible for all its obligations under this Agreement, including but not limited to its obligations arising as a result of any relationships between the Provider and the Recipients, and any and all relationships with third parties, volunteers, or other invitees.
2. **Corporate Organization.** The Provider will maintain a well-organized corporate structure and in particular will:
 - a. operate as a non-profit entity;
 - b. remain in good standing with the appropriate registry;
 - c. have a purpose consistent with the principles of the Program;
 - d. not permit any director, officer, or member of the Provider to be remunerated except for reimbursement of any expenses necessarily and reasonably incurred by the director, officer, or member while engaged in the affairs of the Provider. Reasonable wages or salary paid to

an employee of the Provider who is not an officer or director of the Provider are exempt from this section;

- e. provide for the disposition of assets to an organization with a similar charitable purpose in the event of dissolution or wind up of the Provider;
 - f. not alter its Constatng Documents in any way that would make them inconsistent with the terms and conditions of this Agreement or that would render the Provider unable to fulfill its obligations under this Agreement;
 - g. provide BC Housing with a copy of the Provider's Constatng Documents as requested by BC Housing from time to time; and
 - h. maintain written policies and procedures regarding the Provider's operations, including safety and security, human resource management and Recipient management.
3. **Compliance.** The Provider will remain in compliance with all applicable laws, bylaws, regulations, codes and corporate or contractual obligations and is responsible for obtaining and complying with all necessary approvals, licenses and permits relating to the Provider's obligations under this Agreement.
4. **Conflict of Interest.** The Provider will:
- a. conduct its operations in accordance with the Provider's by-laws and in a manner such that no part of the operations, finances and other assets or resources of the Provider under this Agreement, are used directly or indirectly for the provision of any gain or benefit to any officer, director, employee, or member of the Provider or any entity or individual associated with, or related to them, without the prior written approval of BC Housing;
 - b. not, during the Term, enter into a contractual relationship with a third party, conduct business with, perform or receive a service for or provide advice to or receive advice from any entity or individual where such activity may, directly or indirectly, cause an actual or perceived conflict of interest, without the prior written approval of BC Housing; and
 - c. disclose any actual or perceived conflict of interest to the Provider and BC Housing in advance, and all such disclosure and any prior written approval from BC Housing will be recorded in the minutes of the meetings of the directors and/or the relevant committee of the Provider.
5. **Communication.** The Provider will notify BC Housing as soon as possible of any significant changes or incidents that may impact the Provider's obligations under this Agreement. The Provider will provide BC Housing with details on all critical incidents significant enough to threaten the continuous operation of the Services such as fire, floods, infectious disease outbreaks, the serious injury or death of Recipients or staff on site and any events that garner media attention. These critical incidents should be reported to BC Housing as soon as reasonably possible but no later than twelve (12) hours after the incident occurring.
6. **Agency.** This Agreement will not be construed as creating any partnership or agency between BC Housing and the Provider and neither party will be deemed to be the legal representative of any other party for the purposes of this Agreement. Neither BC Housing nor the Provider will have, and will not represent itself as having, any authority to act for, to undertake any obligation on behalf of the other party, except as expressly provided in this Agreement.

C. RESPONSIBILITY OF BC HOUSING

1. BC Housing will:
 - a. assign a BC Housing representative to act as liaison with the Provider;
 - b. support the Provider where appropriate in delivering the services to meet the objectives and provisions in this Agreement. To this end, BC Housing will work cooperatively with the Provider, taking into account its operational realities and recognizing the Provider's need for adequate financial and organizational resources to meet its obligation of providing services to Recipients in need;
 - c. provide timely responses to issues raised by the Provider to ensure the Provider receives adequate support;

- d. monitor the operation of the services and the use by the Provider of funding from BC Housing in accordance with this Agreement to ensure that the standards, objectives and expectations for service provision in this Agreement are met; and
- e. develop provincial standards and guidelines in partnership with providers and provide clear guidelines and expectations for the provision of Services.

D. GENERAL OPERATIONS

1. Recipient Access and Treatment. The Provider will ensure that:

- a. services will be accessible to Recipients without unlawful discrimination on the basis of race, religion, culture, sexual orientation, gender identity, social condition, or level of physical ability;
- b. each Recipient accessing Services is accorded independence from the religious, political and social beliefs or affiliations of the Provider's employees and volunteers;
- c. while discriminatory criteria are not tolerated, the Provider is not expected to deliver services to individuals in circumstances where the safety or security of the staff or any other individual may be threatened;
- d. an atmosphere of dignity and respect for all Recipients is to be maintained; and
- e. written operating policies are in place, including a system for review of complaints and conflict resolution.

2. Privacy and Information Management.

- a. **Information Management.** The Provider will comply with all applicable privacy legislation and will maintain accurate and complete operational Records, policies and practices necessary for its obligations under this Agreement
- b. **Procedures and Processes.** The Provider will:
 - i. comply with the privacy policies, procedures and processes associated with the use of the Database established by BC Housing, and as may be amended by BC Housing from time to time;
 - ii. use the Database provided by BC Housing to collect and report on the Services
 - iii. notify BC Housing in writing immediately upon becoming aware of any breach of privacy or security involving the unauthorized access, collection, use, disclosure or disposal of information relating to its obligations under this Agreement;
 - iv. if the *Information Management Act* (British Columbia) applies to the destruction of Records, notify BC Housing for consultation prior to the destruction; and
 - v. cooperate with BC Housing when BC Housing has a request under the *Freedom of Information and Protection of Privacy Act* (British Columbia) to which Records in the Provider's custody apply, by locating and disclosing the relevant Records as directed by BC Housing upon notice and without delay.

3. Record Retention. The Provider will retain all Records that pertain to its obligations under this Agreement for the retention period required under applicable provincial and federal laws, but for not less than seven (7) years following the date of receipt or production of those Records. Records pertaining to children and youth must be retained for seven (7) years after the child or youth reaches the age of majority. In British Columbia, the age of majority is nineteen (19) years old. This will ensure the rights of a minor to access their records or to initiate a legal action in accordance with the *Limitation Act*.

4. Audits. BC Housing and its agents have the right to inspect all Records related to, arising from, or maintained by the Provider to deliver the Provider's obligations, including the right of BC Housing and its agents to enter any premises used by the Provider to deliver the Provider's obligations or used to keep or store Records pertaining to the Provider's obligations under this Agreement, at any time after the delivery of notice to the Provider, and have the immediate right to make extracts from and take copies of those Records. The Provider acknowledges that disclosure to BC Housing and its agents, without consent from the individual the Record is about, for audit purposes, is permitted under information and privacy legislation.

E. LIABILITY

1. **Indemnity.** The Provider will indemnify and save harmless BC Housing, the Provincial Rental Housing Corporation, Her Majesty the Queen in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims and costs arising directly or indirectly under this Agreement which they or any of them may be liable for or incur, whether before or after this Agreement ends, arising out of any act or omission of the Provider or its officers, directors, employees, agents, contractors or other persons for whom at law the Provider is responsible, related to the Provider's operation and management under this Agreement, except to the extent that such claims or costs are caused solely by the negligence of BC Housing or its employees, agents or contractors.
2. **Release.** The Provider releases BC Housing, the Provincial Rental Housing Corporation, Her Majesty the Queen in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims arising out of the advice or direction respecting the ownership, lease, operation or management given to the Provider, as the case may be, by any of them, except to the extent that such advice or direction is determined by a court of competent jurisdiction to have been negligent.
3. **Survival of Provisions.** The obligations set out in *Schedule A, Part E, Clauses 1 and 2* survive termination of this Agreement.

F. DISPUTE RESOLUTION AND TERMINATION

1. **Dispute Resolution.** The parties agree that the following dispute resolution process will be used:
 - a. a meeting will be held promptly between the parties, attended by individuals with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute;
 - b. if, within fourteen (14) days after such meeting or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to try to resolve the dispute by participating in a structured negotiation conference with a mediator agreed upon by the parties or, failing agreement, under the Mediation Rules of Procedure of the British Columbia International Commercial Arbitration Centre, in which case the appointing authority is the British Columbia International Commercial Arbitration Centre; and
 - c. after dispute resolution attempts have been made under *Schedule A, Part F, Clauses 1.a-b*, any remaining issues in dispute will be determined by arbitration under the *Arbitration Act* (British Columbia), and the decision of the Arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.

G. DEFAULT AND TERMINATION

1. **Event of Default.** Any of the following events will constitute an event of default by the Provider under this Agreement;
 - a. the Provider fails to comply with any provision of this Agreement;
 - b. the Provider fails to remain in good standing with the appropriate registry;
 - c. the Provider is in breach of or fails to comply with any applicable law, regulation, license or permit;
 - d. any representation or warranty made by the Provider in accepting this Agreement is found to be untrue or incorrect; or
 - e. if the Provider knew or ought to have known any information, statement, certificate, report or other document furnished or submitted by, or on behalf of, the Provider pursuant to, or as a result of, this Agreement is untrue or incorrect.
2. **Default.** Upon the occurrence of any event of default set out in *Schedule A, Part G, Clause 1*, BC Housing will provide written notice to the Provider which sets out the breach and the date by

which the breach must be rectified. The Provider will be given thirty (30) days to rectify the breach or such longer period as determined solely by BC Housing.

3. **Early Termination.** Notwithstanding anything stated to the contrary in this Agreement, the parties agree that BC Housing will have the right at any time, by giving twenty-four (24) hours' written notice to the Provider, to terminate this Agreement in any of the following events:
 - a. upon willful and persistent breach by the Provider of normal and usual practice of managerial functions which results in any prejudice whatever to BC Housing;
 - b. upon the Provider ceasing to carry out its operations without profit to itself or its members; and
 - c. upon the failure by the Provider to maintain its corporate status and remain in good standing under the applicable laws of the Province of British Columbia.
4. **Termination.**
 - a. Either party may terminate this Agreement upon 90 days' written notice. The payment required under *Schedule B, Part D* of this Agreement will discharge BC Housing of all liability to the Provider under this Agreement.
 - b. Where this Agreement is terminated by the Provider before the end of the Term, BC Housing will pay to the Provider that portion of the payment equal to the portion of the Term completed to the satisfaction of BC Housing prior to termination.
 - c. Where this Agreement is terminated by the Provider before completion of the Term and had been paid more than the portion of the Term completed, the Provider must pay back BC Housing for the excess amount received, as determined by BC Housing.
 - d. BC Housing may also, at its option, terminate this Agreement immediately if BC Housing determines that the Provider's failure to comply with any term of this Agreement places the health or safety of any Recipient receiving the Services at immediate risk and, in either case, the payment to the Provider of the portion of the payment equal to the portion of the Term completed to the satisfaction of BC Housing prior to termination of this Agreement will discharge BC Housing of all liability to the Provider under this Agreement.

H. GENERAL PROVISIONS AND INTERPRETATION

1. **Headings.** The headings in this Agreement form no part of the Agreement and will be deemed to have been inserted for convenience only.
2. **Notices.** All notices, demands or requests of any kind, which the Provider or BC Housing may be required or permitted to serve on the other in connection with this Agreement, will be in writing and may be served on the parties by registered mail, personal service, fax or other electronic transmission, to the addresses set out on the cover page. Any notice, demand or request made to BC Housing, to be effective, will be addressed to the BC Housing representative assigned to this matter by BC Housing.
3. **Change of Address.** Either party from time to time, by notice in writing served upon the other party, may designate a different address or different or additional personnel to which all those notices, demands or requests are thereafter to be addressed.
4. **Time.** Time is of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party. Any time specified in this Agreement for observing or performing an obligation is local time in Vancouver, British Columbia.
5. **Governing Law.** This Agreement is to be governed by and construed and enforced in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof and the courts of British Columbia will have the non-exclusive jurisdiction to determine all claims and disputes arising out of this Agreement and the validity, existence and enforceability hereof.
6. **Validity of Provisions.** If a court of competent jurisdiction finds that any part of this Agreement is invalid, illegal or unenforceable, that invalidity, illegality or unenforceability does not affect any other provisions of this Agreement. The balance of the Agreement is to be construed as if that invalid, illegal or unenforceable provision had never been included, and is enforceable to the fullest extent permitted at law or at equity.

7. **Waiver.** No consent or waiver, expressed or implied, by a party of any default by the other party in observing or performing its obligations under this Agreement is effective unless given in writing, nor is it a consent or waiver of any other default. Failure on the part of either party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long that failure continues, is not a waiver by that party of its rights under this Agreement or at law or at equity.
8. **Extent of Obligations and Costs.** Every obligation of each party in this Agreement extends throughout the Term. To the extent an obligation ought to have been observed or performed before or upon the expiry or earlier termination of the Term, that obligation, including any indemnity, survives the expiry or earlier termination of the Term until it has been observed or performed
9. **Statutes.** Any reference in this Agreement to a Provincial or Federal Statute includes the Statute as it exists on the reference date of this Agreement and any subsequent amendments or replacements.
10. **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties, as applicable.
11. **Counterparts.** This Agreement may be validly executed and delivered by the parties hereto in any number of counterparts and all counterparts, when executed and delivered, will together constitute one and the same instrument. Executed copies of the signature pages of this Agreement sent electronically will be treated as originals, fully binding and with full legal force and effect, and the parties hereto waive any rights they may have to object to such treatment, provided that this treatment will be without prejudice to the obligation of the parties hereto to exchange original signatures as soon as is reasonably practicable after execution of this Agreement, but failure to do so will not affect the validity, enforceability or binding effect of this Agreement.
12. **Assignment and Subcontracting.**
 - a. The Provider will not without the prior written consent of BC Housing:
 - i. assign, either directly or indirectly, this Agreement or any right of the Provider under this Agreement; or
 - ii. subcontract any obligation of the Provider under this Agreement.
 - b. No subcontract entered into by the Provider will relieve the Provider of any of its obligations under this Agreement or impose upon BC Housing any obligation or liability arising from any such subcontract. The Provider must ensure that any subcontractor fully complies with this Agreement in performing the subcontracted services.

SCHEDULE B – FINANCIAL

A. HOUSING BENEFIT FROM BC HOUSING

1. BC Housing will pay to the Provider:
 - a. a monthly funding amount of \$<◆>, to be distributed as Housing Benefits as described in *Schedule G*, for a minimum of «<◆#> unique Recipients per month for the Term of this Agreement; and
 - b. a monthly administrative fee of \$55.00 per Recipient may be retained by the Provider.
2. The payment will be paid to the Provider in advance on a monthly basis.
3. Based on actual Housing Benefits paid to Recipients, BC Housing may adjust the monthly funding amount or adjust the minimum number of Recipients in consultation with the Provider.

B. PAYMENT PROVISIONS

1. Subject to the provisions of this Agreement, BC Housing will pay to the Provider not more than the amount specified in this *Schedule B*.

C. OPERATING SURPLUS

1. The Provider may retain any operating surplus in each Fiscal Year, and may, with prior approval from BC Housing, make payments out of the operating surplus to provide additional Housing Benefits to eligible Recipients as described in this Agreement.

D. FINANCIAL MANAGEMENT AND ADMINISTRATION

1. **Finances.** The Provider will establish written policies and procedures for effective control of finances for the services and, in particular, will:
 - a. establish and maintain books of account and retain invoices, receipts and vouchers for all expenses incurred in a form and content satisfactory to BC Housing, to be used as the basis for the calculation of the payment as set out in *Schedule B*;
 - b. the Provider is responsible for ensuring that operating surpluses and accumulated interest are invested and managed in a separate account; and
 - c. ensure that sound financial operating written policies and procedures are in place, including:
 - i. clearly defined spending authority; and
 - ii. record keeping in accordance with Canadian Accounting Standards.
2. **Auditor.** The Provider will appoint an auditor who will be in good standing in accordance with the laws of the Province of British Columbia and will not be a member of the Provider. The Provider will cause the auditor to audit the financial statements.
3. **Audited Financial Statements to be submitted.** The Provider will submit audited financial statements, and a copy of the related auditor's management letter to BC Housing within four (4) months after the end of each Fiscal Year. Where the Provider provides services in addition to those provided under this Agreement (e.g., shelter, affordable housing, etc.), the audited financial statement will include a separate Schedule of Revenue and Expenditure for each service provided.
4. The Provider will provide an auditor's letter or notes with the financial statements indicating that any operating surplus is being spent and accounted for as provided in this Agreement.
5. **Administration.** The Provider will:
 - a. maintain a company bank account to facilitate electronic fund transfers;
 - b. collect audit arrears; and
 - c. develop purchasing guidelines that include selection criteria for contracting service provision to third parties.
 - d. comply with current Canada Revenue Agency (CRA) requirements and issue a T5007 Statement of Benefits to all Recipients who received more than \$500.00 in benefits during the tax year. T5007 Statements of Benefits must be mailed to the Recipients' last known address and filed with Canada Revenue Agency by the last business day of February each year.

SCHEDULE C – MONITORING AND REPORTING

A. HOUSING BENEFIT MONITORING

The Provider is required to report on a number of outputs and outcomes that directly relate to activities and benefits provided to Recipients. The purpose of collecting relevant data is to monitor the success of the Program, to meet CMHC reporting requirements, and for future program planning.

1. BC Housing is committed to monitoring the Housing Benefits and ensuring that Housing Benefits are utilized appropriately. In order for BC Housing to effectively track the use of Housing Benefits and report to CMHC, the Provider is required to enter data on all Housing Benefit payments, in a timely manner into the Database provided by BC Housing.
2. The Provider will adhere to the following guidelines when reviewing and processing applications:
 - a. when a Housing Benefit is allocated to a new Recipient, complete the CBCHB Application form with the Recipient;
 - b. when a Recipient relocates to a new address, complete a new CBCHB Application form to recalculate and transfer the Housing Benefit to the new address;
 - c. complete an annual review of Recipient eligibility as directed by BC Housing, evidenced by the completion of a CBCHB Application; and
 - d. maintain Recipient files with copies of completed CBCHB Application form(s), and all documents supporting eligibility including, proof of income source and/or amount, proof of residency, and rent paid.
3. The Provider will strive on a daily basis to enter Recipient and Housing Benefit information into the Database. If the Provider is unable to enter this information daily, the Provider will do so within seven (7) days of any of the following:
 - a. allocating a Housing Benefit to a new Recipient;
 - b. transferring a Housing Benefit for an existing Recipient to a new address;
 - c. approving any changes to the calculated benefit amounts between review periods;
 - d. completing an annual review of Recipient eligibility; or
 - e. when a Recipient leaves or becomes ineligible for the program.
4. When managing the Housing Benefit and Recipient information and entering the information into the Database, the Provider will use the CBCHB Application form and Recipient notification letters produced from the Database.
5. Recipient information provided in the Database may be used by BC Housing to:
 - a. identify broad trends to support overall Program planning and development;
 - b. monitor the Provider's compliance with the requirements of this Agreement;
 - c. adjust the monthly funding amounts and/or minimum unique Recipients receiving a Housing Benefit.
6. Recipient information provided in the Database may be used by the Provider to:
 - a. identify trends among the Recipient base accessing the Provider's services;
 - b. promote the work of the Provider;
 - c. monitor compliance with the requirements of this Agreement; and
 - d. monitor Provider staff and Recipient compliance with the Provider's written policies and procedures.
7. The BC Housing representative will receive a monthly report, generated from the Database, for providers in their portfolios. If the Provider's Housing Benefit payments are consistently above the maximum monthly amount or include an exceptional item, the BC Housing representative may contact the Provider to discuss.
8. The BC Housing representative will also monitor to ensure that all Housing Benefit payments are being recorded in the Database. At the end of the Fiscal Year, the BC Housing representative will compare the Provider's report with the funding amount of Housing Benefit recorded in the Database. If there is a discrepancy, the BC Housing representative will contact the Provider to discuss.
9. If and when requested by BC Housing, the Provider will, within three (3) months after the end of each Fiscal Year, provide BC Housing, in a format approved by BC Housing, a summary of activity pursuant to this Agreement for the preceding Fiscal Year. Such report may include, but

need not be limited to, Housing Benefit expenditure and total rent for all Units in receipt of Housing Benefit payments covered under this Agreement for each month in the Fiscal Year.

10. Neither BC Housing nor the Provider will allow the information provided in the Database to be disclosed, except as permitted by the *Freedom of Information and Protection of Privacy Act* or the *Personal Information Protection Act* and subject to any policies, procedures and processes established by BC Housing for the use of the Database.
11. Acting reasonably, BC Housing reserves the right to change reporting requirements as outlined in this Schedule from time to time, with thirty (30) days' written notice to the Provider.

SAMPLE

SCHEDULE D – RECIPIENT ELIGIBILITY AND SERVICE STANDARDS

A. RECIPIENT ELIGIBILITY

1. The CBCHB program is primarily intended to support vulnerable individuals and households in Housing Need. The Provider will administer Housing Benefits to serve people experiencing homelessness or at risk of homelessness.
2. Households with incomes at or below the Income Limits renting a non-subsidized rental Unit and in Housing Need are eligible to be a Recipient.
3. The Recipient must not be eligible for SAFER or RAP at initial application. If the Recipient is eligible for a greater benefit through either program, the Provider is responsible for directing the Recipient to apply directly to BC Housing.
4. A tenant of the Provider or of an entity related to the Provider, is not eligible to be a Recipient.
5. An employee of the Provider is not eligible to be a Recipient.
6. The Provider will maintain an applicant list for prospective Recipients or will participate in the Database maintained by BC Housing. It will select Recipients in accordance with this Agreement from either list and the following will apply:
 - a. eligible applicants must meet the Income criteria set out in *Schedule G*; and
 - b. the Provider will send a copy of the method and priority criteria for selecting Recipients to BC Housing one (1) month before the Commencement Date and will inform BC Housing of any subsequent change to the selection procedure three (3) months before implementation.
7. If a Recipient remains eligible after the annual re-application process, the Recipient will continue to receive the Housing Benefit. The Provider may only reallocate the Housing Benefit if the Recipient is no longer eligible.
8. The Housing Benefit is portable. Recipients who relocate to an alternative eligible rental unit anywhere in British Columbia must continue to receive the Housing Benefit, provided they continue to meet all other eligibility requirements. In the event the Provider is unable to continue providing the Housing Benefit to an eligible Recipient due to geographic location, the Provider will advise BC Housing immediately. BC Housing reserves the right to administer the Housing Benefit directly or reallocate the Housing Benefit funding to an alternative Provider, and adjust the monthly funding and minimum Recipients in *Schedule B, Part A, Clause 1* accordingly.

B. HOUSING BENEFIT

1. Where the Provider deploys Housing Benefits to Recipients:
 - a. The Provider must enter Recipient information in the Database before disbursing a Housing Benefit to that Recipient.
 - b. Recipients are individuals whose income at initial occupancy is at or below the Income Limits. The Provider is responsible for reviewing the Recipient's proof of income and assets and for keeping copies of such proof on file.
 - c. Rental units should be suitable for the size of the Recipient's household, as determined by BC Housing from time to time.
 - d. The Provider is responsible for ensuring that the rental units secured through Housing Benefits provide a reasonable standard of accommodation for Recipients, and that the immediate living environment, given available resources, provides satisfactory shelter, consistent with the goals of the Program to maintain stability of residency.

SCHEDULE E – INSURANCE

A. INSURANCE – THE PROVIDER

1. The Provider shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Canada and in forms and amounts acceptable to BC Housing:
 - a. Commercial general liability in an amount not less than \$5,000,000.00 inclusive per occurrence, insuring against personal injury (including bodily injury), third party property damage and director's and officer's liability arising out of the Provider's performance of the Services set out in this Agreement, a cross liability clause, British Columbia Housing Management Commission as an additional insured, and an endorsement to provide thirty (30) days' advance written notice to the Provider of material change or cancellation.
 - b. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of BC Housing.
 - c. The Provider shall provide to BC Housing evidence of all required levels of insurance within thirty (30) days of the execution of this Agreement and within thirty (30) days of renewal of such written policies. When requested by BC Housing, the Provider shall provide certified copies of such policies.
2. Any requirement or advice by BC Housing regarding the amount of coverage under any policy of insurance does not constitute a representation by BC Housing that the amount required is adequate.
3. The Provider shall provide, maintain, and pay for, any additional insurance which the Provider is required by law to carry, or which the Provider considers necessary to cover risks not otherwise covered by insurance specified in this Schedule.
4. The Provider hereby waives all rights of recourse against BC Housing with regard to damage to the Provider's property.
5. The Provider will obtain and maintain, or cause to be obtained or maintained, workers' compensation coverage in respect of all workers, employees and other persons engaged in any work in or upon the Development required by the *Workers Compensation Act*.

SCHEDULE F – HOUSING BENEFIT GUIDELINES

A. HOUSING BENEFITS

1. The Housing Benefit provides immediate housing assistance, which works in conjunction with the Program to assist with Recipients' housing needs. The following guidelines for Housing Benefit usage, disbursement and monitoring have been developed to maintain the flexibility of the Program, while ensuring clear administration processes and financial controls.
2. The Provider is responsible for ensuring that all of their staff has a clear understanding of the guidelines for Housing Benefit disbursement.

B. HOUSING BENEFIT USAGE

1. Housing Benefits may only be used to supplement the rental payments of Recipients living in non-subsidized rental Units.

C. HOUSING BENEFIT DISBURSEMENT

1. The Provider shall adhere to the following guidelines when disbursing Housing Benefits:
 - a. The Provider should, under its own mandate, establish written policies to identify which Recipients will receive Housing Benefits in an open, fair, consistent and non-discriminatory way.
 - b. The Provider will ensure that Recipients who receive a Housing Benefit meet all program eligibility criteria.
 - c. A Recipient is required to sign the CBCHB Application Form Part III: Benefit Recipient Agreement in order to activate Housing Benefits.
 - d. Housing Benefit payments for an individual Recipient must be in amounts as described in *Schedule G*.
 - e. Housing Benefits must be issued directly to the Recipients. Payments may be made on behalf of the Recipient only in exceptional circumstances and where the Recipient has completed the required consent form (Disbursement Option Form). The Recipient may revoke this consent at any time.
 - f. The Provider must include surplus Housing Benefit funding in their report for the upcoming year and the surplus Housing Benefit funding must only be used as Housing Benefits as set out in *Schedule F, Part B, Clause 1*.
2. The Provider agrees to notify Recipients in receipt of the CBCHB Housing Benefit that the funding is provided by CMHC. This notification must be in writing and the Provider can select which form between the Provider and the Recipient to include this acknowledgement of funding.

SCHEDULE G – HOUSING BENEFIT CALCULATION

A. RECIPIENT INCOME

1. The Housing Benefit pays the difference between 30% of the Recipient's income and the Adjusted Rent, subject to minimum Housing Benefit amounts. The following will apply:
 - a. household income must fall below the Income Limits as determined by BC Housing from time to time.
 - b. gross income is always used and will be based on either:
 - i. A review of the previous year's notice of assessment, plus a declaration of non-taxable income amounts; or
 - ii. An assessment of current income.
 - c. a minimum shelter contribution applies if 30% of gross household income is less than the established minimum shelter contribution:

Household size	Minimum Shelter Contribution
Singles or Couples without dependents	\$375.00
Family¹ of 4 or less	\$715.00
Family of 5 or more	\$765.00

*Updated effective May 1, 2022

B. RECIPIENTS RECEIVING INCOME ASSISTANCE

1. For Recipients in receipt of Income Assistance, the monthly Housing Benefit will be calculated by subtracting the Income Assistance shelter portion based on household size from the Adjusted Rent.

C. DETERMINATION OF ADJUSTED RENT

1. The Adjusted Rent is the amount used to calculate the Housing Benefit, and is the lesser of the rent paid or the Rent Ceiling, based on household size and location in British Columbia as indicated by zones, as determined by BC Housing from time to time.
2. If the Rent is less than the Rent Ceiling, and the Recipient is responsible for paying their own heat costs, up to \$35.00 can be added to the rent when calculating the Adjusted Rent. The Adjusted Rent cannot exceed the Rent Ceiling.

Household size	Rent Ceilings		
	Zone 1	Zone 2	Zone 3
Singles or Couples without dependents	\$975.00	\$941.00	\$900.00
Family of 4 or less	\$1,408.00	\$1,279.00	\$1,258.00
Family of 5 or more	\$1,549.00	\$1,407.00	\$1,384.00

*Updated effective April 1, 2022

Zone 1 – includes the Metro Vancouver Regional District communities: Aldergrove, Anmore, Belcarra, Bowen Island, Burnaby, Coquitlam, Delta, Langley Lions Bay, North Vancouver, Maple Ridge, New Westminster, Pitt Meadows, Port Coquitlam, Port Moody, Richmond, Surrey, Vancouver, West Vancouver, and White Rock.

Zone 2 – includes the following communities: Abbotsford, Agassiz, Central Saanich, Chase, Colwood, Dawson Creek, Esquimalt, Fort St. John, Highlands, Kamloops, Kelowna, Lake Country, Langford, Lantzville, Logan Lake, Metchosin, Mission, Nanaimo, New Songhees, North Saanich, Oak Bay, Peachland, Penticton, Prince George, Saanich, Saanichton, Sidney, Sooke, Squamish, Terrace, Union Bay, Victoria, View Royal, West Kelowna.

Zone 3 – All BC communities not included in Zone 1 or 2.

D. MINIMUM HOUSING BENEFIT

1. The minimum Housing Benefit is \$25.00 per month for singles or couples without children, and \$50.00 for families with dependent children.

E. NOTES

1. BC Housing may change all or part of this *Schedule G* at any time.

¹ Family is defined as a household with at least one dependent child.

SCHEDULE H – APPLICATION FOR HOUSING BENEFIT



Canada - British Columbia Housing Benefit (CBCHB)
Application for Housing Benefit

READ AGREEMENT AND INSTRUCTIONS ON REVERSE

PART I - APPLICANT INFORMATION

Social Insurance Number	Name of applicant(s). Show SURNAME, GIVEN NAME and MIDDLE INITIAL	CBCHB File #
Address of Rental Unit (Home Address)	City	B.C. Postal Code Phone No.
How much is your monthly rent? \$	Does your rent include heat? <input type="checkbox"/> Yes <input type="checkbox"/> No	Email.
Mailing Address (if different from above)		

PART II - HOUSEHOLD INFORMATION

List below everyone in your household residing at the above rental unit. Proof of gross monthly income for each person with income must be attached. Do not include roommates. (if additional space needed, attach list on separate sheet of paper)

Full Name(s) (Last / First / Initial)	Birth Date Day / Month / Year	Relationship To Applicant	Employment income in previous year	Source(s) of Income	Current Gross Monthly Income	PROVIDER/ BCH USE ONLY. Comments/ Calculation
		Applicant	<input type="checkbox"/> Yes <input type="checkbox"/> No			
			<input type="checkbox"/> Yes <input type="checkbox"/> No			
			<input type="checkbox"/> Yes <input type="checkbox"/> No			
			<input type="checkbox"/> Yes <input type="checkbox"/> No			
			<input type="checkbox"/> Yes <input type="checkbox"/> No			
			<input type="checkbox"/> Yes <input type="checkbox"/> No			

PART III – BENEFIT RECIPIENT AGREEMENT

I/We declare that the information provided in and attached to this CBCHB Application for Housing Benefit is true, correct and complete in all respects; fully discloses my/our income from all sources; and accurately represents my current living circumstances.

I/We acknowledge and understand that:

- This agreement, including the Additional Terms on page two of this Application, forms part of and is material to acceptance of this Application for Housing Benefit under the Canada-British Columbia Housing Benefit (CBCHB) program.
- By itself this Application for Housing Benefit does not constitute a Residential Tenancy Agreement or provide a right to occupy the rental unit, but shall be used to determine eligibility and calculate a Housing Benefit under the CBCHB program for the rental unit listed above for which I/we have entered into an agreement to occupy with the Landlord.
- The information provided in this Application for Housing Benefit (and any previous Applications) is subject to verification and audit, and Housing Benefits may be adjusted or terminated if the audit reveals errors or omissions.
- It is my/our responsibility to immediately inform BC Housing/Provider of any changes in my/our address, rent amount, marital status, family size, or the number of people sharing the rental Premises, so that my/our Housing Benefit can be adjusted accordingly.
- This Application for Housing Benefit supersedes any previous Application(s), if any, and is valid until the Expiry Date in Part IV, unless there is a reported change, or the Housing Benefit has been terminated as outlined in the Additional Terms on page two of this Application.
- If I/we fail to pay the full rent amount to the landlord, Provider/BC Housing may immediately stop payment of Housing Benefits and I/we agree to return to BC Housing all Housing Benefits paid for periods in which the full rental amount was not paid.

_____ Signed	_____ Date	_____ Signed	_____ Date
_____ Signed	_____ Date	_____ Signed	_____ Date
_____ Signed	_____ Date	_____ Signed	_____ Date

THIS FORM MUST BE SIGNED BY THE APPLICANT AND ALL HOUSEHOLD MEMBERS AGED 19 OR OVER.

PART IV - CALCULATION OF CANADA - BC HOUSING BENEFIT (CBCHB)

BC HOUSING / PROVIDER USE ONLY: DOES NOT FORM PART OF THE APPLICANT(S) DECLARATION				CHECK ONE
PROVIDER NAME	BC HOUSING	(INTERIOR -DH)		<input checked="" type="checkbox"/> NEW BENEFIT
ELIGIBILITY ASSESSMENT				<input type="checkbox"/> REAPPLICATION
UNDER THE CBCHB INCOME LIMITS: <input type="checkbox"/> YES <input type="checkbox"/> NO				<input type="checkbox"/> ADDRESS CHANGE
ELIGIBLE PREMISES (PRIVATE RENTAL, NOT SUBSIDIZED)? <input type="checkbox"/> YES <input type="checkbox"/> NO IF NO, WHY: _____				<input type="checkbox"/> OTHER _____
DOES HOUSEHOLD APPEAR TO BE ELIGIBLE FOR RAP OR SAFER BENEFITS? <input type="checkbox"/> YES <input type="checkbox"/> NO				
ADJUSTED RENT CEILING (LESSER OF ACTUAL RENT OR CBCHB RENT CEILING)	-	HOUSEHOLD CONTRIBUTION	=	HOUSING BENEFIT AMOUNT (ENTER 0 IF NOT ELIGIBLE)
				Effective Date (Day / Month / Year)
				Expiry Date (Day / Month / Year)
CALCULATED / ENTERED BY	DATE	REVISED / ENTERED BY (IF APPLICABLE)	DATE	

This form collects personal information for contact purposes and to determine eligibility for assistance through the Canada BC Housing Benefit program. The information is collected in accordance with Section 26(c) of the *Freedom of Information and Protection of Privacy Act*. If you have any questions about the collection and use of your information, please contact BC Housing's Chief Privacy Officer at (604) 433-1711 or 1-800-257-7756, or write to 1700-4555 Kingsway, Burnaby, BC, V5H 4V8.

ADDITIONAL TERMS:

1. "BC Housing" means the British Columbia Housing Management Commission.
2. "CMHC" means the Canada Mortgage and Housing Corporation
3. "Housing Benefit" means the funds received under the CBCHB program to offset a portion of the market rent paid for an eligible Premises.
4. "Landlord" means the person or agency with whom the Applicant has entered some form of agreement to occupy the Premises.
5. "Premises" means the residential rental unit, located in British Columbia, for which the Applicant has entered into an agreement to occupy.
6. "Provider" means a non-profit provider or other third party that has entered into an agreement with BC Housing to administer CBCHB Housing Benefits.
7. The applicant understands that BC Housing will utilize anonymized baseline data to establish appropriate measures and effectively track the use of the benefits and report to CMHC.
8. The applicant understands that if benefits received from this program are more than \$500 in a tax year, a T5007 Statement of Benefits will be issued. For income tax purposes, payments received under this program must be included in either the applicant's income or the income of their spouse or partner (if applicable).
9. The applicant agrees:
 - a. to promptly provide or cause to be provided, all information and documentation that is reasonably requested by BC Housing or a Provider all information and documentation pertaining to his/her income and the income of all persons living with the Applicant in the Premises to determine eligibility for the Housing Benefit, or for audit purposes.
 - b. to provide a copy of their Tenancy Agreement or other agreement to occupy to BC Housing when initially applying for a Housing Benefit for a Premises, and to forward copy of all future rent increase notices for the same Premises.
 - c. That the Housing Benefit is not transferable to another person and they will not sub-let the Premises in whole or in part, or assign their Tenancy Agreement or any of their rights under it.
10. Acknowledges and agrees that the payment of money by BC Housing/Provider to the Applicant or landlord does not in any way alleviate the Applicant's liability, as a tenant, to the landlord for cost of repairs, excessive cleaning, or rent arrears.
11. Failure to disclose or misrepresent any information, in writing or by omission, may result in the termination or recovery of Housing Benefits in addition to any other remedies available in law or equity.
12. The Applicant acknowledges that the Housing Benefit is portable and if the Applicant relocates to an alternative eligible rental unit, the Housing Benefit may continue provided all other eligibility requirements are met. In the event the Housing Benefit is administered through a Provider, and the Provider is unable to continue providing the Housing Benefit due to geographic location, the Provider will advise BC Housing. BC Housing reserves the right to administer the Housing Benefit directly or reallocate the Housing Benefit funding to an alternative Provider
13. When an applicant wishes to move the Housing Benefit to another eligible Premises the following conditions apply:
 - a. The applicant must provide appropriate notice under the Residential Tenancy Act, or as outlined in their agreement to occupy, when they intend to vacate.
 - b. If the applicant fails to pay rent properly due arising from failure to give proper notice, there shall be no obligation for a Housing Benefit to be paid for the period and the full outstanding balance will be the responsibility of the Applicant.
 - c. The applicant must pay the landlord the cost of repairs or excessive cleaning for which they are legally liable. If they fail to do so, BC Housing/Provider shall not be obliged to pay such costs to a landlord.
 - d. When relocating to another premises, in order to continue to receive the Housing Benefit they must contact BC Housing or the Provider to complete an updated Application for Housing Benefit within 30 days following relocation.
 - e. In no case will more than one Housing Benefit be issued for any calendar month and the Applicant must return any Housing Benefits received for a month(s) where they were not paying rent for an eligible Premises.
14. The Housing Benefit shall be paid directly to the applicant by direct deposit or mail. The applicant agrees that BC Housing / Provider shall have no liability for any delay in the delivery of the Housing Benefit to the Applicant nor for the loss of the Premises by the Applicant for any reasons including non-payment of rent.
15. In addition to any other provision for termination of the Housing Benefit, this agreement may be terminated in the following events:
 - a. If the applicant has breached any term of this agreement.
 - b. If, in its discretion, Provider/BC Housing considers that the income of the applicant and/or those persons living with the applicant has increased to such an amount that a Housing Benefit is no longer required.
 - c. The Provider/BC Housing have determined that the Applicant is now eligible for assistance through either the Rental Assistance Program or Shelter Aid For Elderly Renters program.
 - d. At any time by Provider/BC Housing upon delivery of six (6) months' notice in writing to the applicant
 - e. If the applicant gives notice to Provider/BC Housing that they wish to terminate this agreement.

INSTRUCTIONS & NEXT STEPS:

1. **Complete Application for Housing Benefits:** Please verify that Parts I and Part II are completed in full.
2. **Sign & Date:** Read the Agreement in Part III on page 1. The Applicant(s) and anyone aged 19 years or over who is living at the rental unit must sign the Application for Housing Benefits.
3. **Attach proof of income from all sources:** (Do not send original documents)
 - Proof is required for all sources for the applicant and all household members age 19 or older
4. **Attach proof of rent:** (Do not send original documents)
 - Proof may include a copy of the Tenancy Agreement, a Notice of Rent Increase, etc.
5. **Attach Bank Information for Direct Deposit:**
 - Your blank cheque marked VOID or Preauthorized Debit Form from financial institution; or
 - Disbursement Option Form and landlord's Direct Deposit information
6. **Submit Application:** Return completed CBCHB Application for Housing Benefits with supporting documents to Provider/BC Housing.

IMPORTANT INFORMATION Please have this translated

重要資料 請找人為你翻譯

RENSEIGNEMENTS IMPORTANTS Prière de les faire traduire

これはたいせつなお知らせです。どなたかに日本語に訳してもらってください。

INFORMACIÓN IMPORTANTE Busque alguien que le traduzca

알려드립니다 이것을 번역해 주십시오

CHỈ DẪN QUAN TRỌNG Xin nhờ người dịch hộ

ਜ਼ਰੂਰੀ ਜਾਣਕਾਰੀ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਕੋਲੋਂ ਇਸ ਦਾ ਉਲੱਥਾ ਕਰਵਾਉ