

(Under Review)

GENERAL ADMINISTRATION MANUAL

VOLUME 3: HUMAN RESOURCE POLICIES

TITLE: STAFF ACCOMMODATION

EFFECTIVE: October 27, 1994

1.1 SCOPE

1.2 Authority

1.2.1. This policy is issued under authority of Cabinet Minute No. 94-40, dated October 27, 1994 and amended by the Deputy Ministers Review Committee on July 30, 2013.

1.3 Application

1.2.1 This policy applies to all individuals employed under the Public Service Act and the Education Act.

1.3 Purpose and Principles

1.3.1 The Government of Yukon may provide accommodation to its employees.

1.3.2 The allocation of staff accommodation is the responsibility of the Public Service Commission and in respect of teachers, the Department of Education. All accommodation shall be allocated on the following priority basis:

- a) personnel hired outside the community in which they are to reside;
- b) key personnel as defined and determined by the Public Service Commission;
- c) road crews, as operational requirements dictate;
- d) personnel working under contract for the Government of Yukon to provide specific services.

1.3.3 Staff accommodation shall not be provided, except by special permission, to any employee of the Government of Yukon who either by himself/herself or through his wife/her husband owns or acquires or has an interest in any residential dwelling in the community in which accommodation is being sought or provided.

2.1 ROLES AND RESPONSIBILITIES

2.2 Lease Agreement

2.2.1 All individuals occupying staff accommodation will be required to sign a staff accommodation lease agreement with the Yukon Housing Corporation.

2.2.2 Where feasible, the Property Manager or his/her representative will inspect the accommodations in company with the new tenant and have the appropriate documents signed.

2.2.3 The following documents must be completed prior to occupancy of the accommodation unit agreed on.

a) Payroll Deduction Form - for the monthly collection of rent, other services and furniture rental (where applicable) and other monies that are due.

b) Key Slip - for the acceptance, reimbursements in case of loss, and return of keys to the Accommodation Services.

c) Furniture and Equipment Inventory - for the loan, loss or damage to the furniture and equipment provided.

d) Rules and Regulations Sheet - for the control of corporation property assigned to an employee.

e) Any other documents that may be necessary as requested by the corporation.

f) Cease Rental Notice - upon termination a Payroll Deduction Form will be used, clearly stating "Cease rental Notice".

2.2 Rules and Regulations

2.2.1 Use of Premises

a) The unit provided may not be sublet or loaned or exchanged. Failure to comply will result in loss of accommodation.

b) Guests and relatives are allowed on a temporary basis only. Assigned accommodation is not to be used for long term accommodation of persons other than the tenant's immediate family or persons for whom the tenant is financially responsible. Long term will be considered a period in excess of one month.

c) Tenants are responsible for the behaviour of their guests and/or relatives while on Corporation property.

d) Permission of the Property Manager must be obtained for construction of a rumpus room, greenhouse, fence or garage. Similarly, the storage or parking of vehicles, boats, campers and trailers is restricted to areas specifically designated or provided for that purpose.

2.2.2 Furnished Accommodation

a) Four major appliances, stove, fridge, washer and dryer will be provided on an individual or sharing basis for each housing unit.

b) Employees living in staff housing before August 1st, 1976 may at their option continue to rent furniture presently in the unit at the specified monthly rental.

c) The Yukon Housing Corporation will discontinue the replacement of worn out broken furniture.

d) In cases where employees are sharing accommodation the Yukon Housing Corporation may provide furniture at the request of the tenants from its existing stock of furniture.

2.2.3 Redecorating

No painting, varnishing or other decorating of Yukon Housing Corporation owned or leased accommodation shall be carried out without prior permission from the Property Manager.

2.2.4 Maintenance

a) Tenants occupying housing units with lawns, are required to take care of their lawns and cut the lawns regularly. Tenants are responsible for removal of ice and snow from pathways and sidewalks and will ensure that storm windows are in place before November 1st of each year. In the event of failure to comply with this clause, the Property Manager will have the work done and assess the costs against the tenant. The failure to comply with the rules and regulations will be considered reasonable grounds for termination of tenancy, and the tenant will be given notice to vacate the premises.

b) Requests for services or repairs to the unit must be submitted in writing to the Property Manager, Yukon Housing Corporation, 203A Main Street, Whitehorse, Yukon Y1A 2H5. No telephone calls for normal requests or information will be accepted on a collect basis.

c) Emergency situation notices will be accepted by telephoning collect to the Technical Officer/Maintenance:

667-6281 667-6282 6676283

The above numbers are applicable Monday to Friday, 8:30 a.m. to 5:00 p.m., Whitehorse time.

Emergencies are designated as follows:

- i) furnace failure;
 - ii) freeze up or broken oil line;
 - iii) complete failure of electrical system;
 - iv) stove inoperative (all burners not functioning);
 - v) fractured hot water tank (complete fracture, not minor leak)
 - vi) electrical short circuit such as a hot switch, arcing or smoking wiring. (The tenant should isolate the circuit by means of fuses or circuit breakers if possible); or
 - vii) flooding of the basement or backing up of the sewer lines
- d) Local Housing Association Managers are employed by the Corporation in most of the outlying communities. They should be contacted in the first instance to provide assistance for emergency maintenance problems that can be remedied at the local level.

2.2.5 Fire Hazards

Kerosene, gasoline or other inflammable material shall not be kept on the premises, and nothing shall be done or permitted which will create a fire hazard. All fire escapes and exits shall be kept clear of obstructions. The tenant shall not alter or interfere with electrical wiring, fixtures or panel boxes. Wiring across the fuses or bridging fuse plugs in any other manner is an offence and is strictly forbidden. Stoves are to be kept a minimum of three (3) inches from walls as a protection against fire, and to ensure that no damage will be done to the walls or woodwork.

2.2.6 Ashes and Garbage

No ashes, refuse or garbage shall be permitted to accumulate in any part of the premises. Garbage must be deposited in the proper garbage containers, provided by the tenants. Large, heavy containers such as forty-five gallon drums must not be used where garbage pick up is provided.

2.2.7 Access

It is necessary from time to time for a representative of the Yukon Housing Corporation to enter accommodation. Every effort will be made to protect the privacy of the tenant, and prior notification of such an action will be given. Yukon Housing Corporation reserves the right to enter premises for any reason, which includes any action for emergency maintenance and inspection of Corporation property.

2.2.8 Termination

a) Where feasible, the property manager or his/her representative will inspect the accommodations in the company of the vacating tenant, and take appropriate action in respect of documentation, cleanliness and damage.

b) The tenant is responsible for cleaning the premises and the final removal of garbage upon vacating the unit. If it is found necessary to place a cleaning crew on the premises, full costs will be borne by the tenant.

c) A minimum of two weeks notice to vacate must be given by a tenant. Tenants are to vacate the premises within 24 hours of their termination date. Failure to do so will result in further charges being made and deductions will be made from monies due to employee by the Yukon Territorial Government.

d) It is the duty of the Property Manager to note any changes from the normal expected turnover condition of the unit on the entry permission sheet and such notations shall be initialled by the tenant signifying his/her agreement to the turnover condition of the unit.

2.2.9 Keys

Keys to staff accommodation should be picked up and left with local Housing managers in outlying communities. Alternatively, with school authorities.

2.2.10 Utilities

Tenants who are required to pay the cost of their own utilities such as heat and electricity are to arrange with their own suppliers, where possible, upon taking occupancy of unit of accommodation. Where feasible, costs of utilities are to be paid by the tenant directly to the supplier. In situations and locations where this is not possible, the Yukon Housing Corporation will pay the suppliers and recover costs from the tenant through payroll deductions.

2.3 Duration Staff Accommodation Will be Provided

Whitehorse

2.3.1 Staff accommodation in Whitehorse will be available on a month to month basis to eligible employees for a maximum of two (2) consecutive years.

2.3.2 The employee concerned must make arrangements to vacate the housing provided on the date stipulated in a Notice to Vacate.

2.3.3 Notwithstanding 2.2.1, an extension of time may be granted where special circumstances exist to warrant an extension, provided:

a) a request for an extension shall be made by the employee in writing to the deputy head with a full explanation of the circumstances and the reasons therefore;

b) the deputy head is satisfied that the request is justified, and recommends an extension to the Public Service Commission;

c) the Public Service Commission will advise the employee, in writing, with a copy to the deputy head and the Yukon Housing Corporation, of its decision with respect to the request for an extension; and,

d) the decision of the Public Service Commission shall be final.

Outside Whitehorse

2.3.4 Staff housing accommodation outside of Whitehorse will be available on a month to month basis to eligible employees.

2.4 Vacation Periods

2.4.1 Tenants who retain their accommodation throughout vacation periods, although absent, are required to pay the normal rental charges and related fees.

2.4.2 Tenants who surrender accommodation during vacation periods will have no established priorities when making application for new accommodation units or reinstatement in the unit previously occupied.

2.5 Leave of Absence, Sabbatical or Educational Leave

2.5.1 If, prior to the commencement of the above leave, an employee who is occupying government accommodation in Whitehorse, wishes to seek an extension of time beyond the two year occupancy period, such a request must be submitted in accordance with the provisions of

2.3.3 above.

2.6 Designation of Accommodation Units

2.6.1 The Yukon Housing Corporation shall determine what units of accommodation are available and define the purposes for which the accommodation is to be utilized, for example, married, single male, single female, shared, etc.

2.6.2 The Yukon Housing Corporation shall determine the number of tenants per unit.

2.7 Privately Owned Accommodation on Y.T.G. Property

2.7.1 Subject to the following, privately owned trailers or other types of accommodation are not allowed on Government property.

2.7.2 Subject to 2.7.3, privately owned trailers or other accommodations may be permitted in highway maintenance camps where free room and board is supplied. Privately owned trailers or accommodations in such maintenance camps will be permitted the use of Government supplied utilities, free of charge.

2.7.3 Authorization from the Director of Highways and Public Works is required prior to any employee placing his/her privately owned trailer or other types of accommodation within highway maintenance camp compounds, where free room and board is supplied.

2.8 Comparative Market Rent

2.8.1 The Yukon Housing Corporation shall establish comparative market rents for all units of accommodation within the Territory, effective August 1st, 1976, and thereafter, comparative market rent excludes the cost of utilities unless expressly identified, and also excludes furniture and garage charges.

2.9 Effective Date of Comparative Market Rental Rates

2.9.1 Employees who commenced employment on or after August 1st, 1976, will pay comparative market rents for the accommodation they occupy. In addition, they will be subject to an annual rental increase as provided for in the Collective Agreement, which is applicable to them.

2.10 Occupancy of Same Unit of Accommodation Prior to and Immediately following August 1st, 1976

2.10.1 Where employees continue to occupy the same unit of accommodation they occupied prior to August 1st, 1976, they shall be subject only to the rental increases provided for in any Collective Agreement applicable to them. Similarly, employees living in staff accommodation prior to August 1st, 1976, may at their option continue to rent furniture presently in the unit of accommodation at the specified monthly rental rate.

2.11 Voluntary Transfer

2.11.1 Where an employee voluntarily request to leave his/her present unit of accommodation to seek a different unit of accommodation, the employee will be required to pay comparative market rental rates for the different unit on the date of occupancy. (This would not apply where the employee is being transferred at the request of the Employer or the Corporation).

2.12 Transferred at the Request of the Employer or the Housing Corporation

2.12.1 Not Paying Comparative Market Rent

Where an employee is transferred at the request of the employer or the Corporation from one community to another and the employee is required to occupy a different unit of accommodation, the employee shall be protected at his/her former all-inclusive rent (including utilities), if applicable, subject to any rental increase provided for in a collective agreement applicable to the employee until such time as the former accommodation is replaced by a new staff unit of accommodation, and the employee would have been subject to the phase-in program for comparative market rent due to a forced transfer as outline in the employee's applicable collective agreement.

2.12.2 Paying Comparative Market Rent

Where the employer or the Corporation transfers an employee from one community to another and the employee is required to occupy a different unit of accommodation, the employee shall be protected at his/her former basic shelter rent for a period of twelve (12) months from the date of occupancy, unless upon transfer, the employee goes to a unit of accommodation that has a basic shelter rent less than the former rate. The employee will be required to continue paying the cost of his/her own utilities. After the initial twelve (12) months of occupancy, the employee shall be phased into the higher comparative market rental rate in stages agreed to by the Staff Accommodation Committee.

2.13 Vacancy Period of Transfer

2.13.1 Employees transferred to another community will not be charged rent for the period between the date of the vacancy of their former premises and the occupancy date of their new unit of accommodation, provided the new unit of accommodation is not required by the Corporation or the Employer.

2.14 Shared Accommodation

2.14.1 Single employees who are required to live in accommodation which may be shared will pay one-half (1/2) of the rental and utility costs whether or not such accommodation is actually shared.

2.14.2 Single employees who live in accommodation which would normally be shared and who elect not to share, will be required to pay the total rental plus utility costs. Nevertheless, the final decision as to whether single employees are required to share accommodation or are allowed not to share accommodation, shall be the Public Service Commission's and contingent upon the availability of and the need for accommodation units within the community.

SCHEDULE A

FURNISHING AND CHARGES FOR FURNISHED ACCOMMODATION MARRIED ACCOMMODATION

<u>Location</u>	<u>Item</u>	<u>Quantity</u>
Living Room	Chesterfield	1
	Chesterfield Chair	1
	Coffee Table	1
	End Tables	2
	Hostess Chair	1
	Bookcase	1
	Table Lamps	2
	Trilite (or floor lamp)	1
	Desk	1
	Desk Chair	1
	9' or 10' x 12' Carpet	1
	Drapes as required	
Kitchen	Electric or Propane Stove	1
	Electric Refrigerator	1
	* Kitchen Suite	5 or 7 pieces
	Curtains as required	
Dining Room	+ Dinette Suite	7 or 9 pieces
	Carpet as required	
	Drapes as required	
Bedroom, Master	54" Double Bed	1
	Bedside Tables	2
	Bedside Lamps	2
	Double Dresser with mirror	1
	Chest of Drawers	1
	Drapes/Curtains as required	
	Carpet as required	1
Bedroom, Alternate	Bunk Beds	1 set
	Bedside Table	1
	Table Lamp	1
	Single Dresser with Mirror	1
	Chest of Drawers	1
	Carpet as required	1
	Drapes/Curtains as required	
Bedroom, Alternate	Single Bed 39"	1
	Bedside Table	1
	Table Lamp	1
	Single Dresser with Mirror	1
	Chest of Drawers	1
	Carpet as required	1

Drapes/Curtains as required

Laundry	Wringer Washer/Automatic Washer	1
	Automatic Dryer	1
	Ironing Board	1

* Will be supplied only in the kitchen or Kitchen/Dining type of lay-out.

+ Will be supplied only with a separate Dining Room.

SINGLE ACCOMMODATION

Location	Item	Quantity
Living Room	Same as for Married Accommodation	
Kitchen	Same as for Married Accommodation	
Bedroom	Single Bed 39"	1
	Bedside Table	1
	Table Lamp	1
	Single Dresser with Mirror	1
	Chest of Drawers	1
	Carpet as required	1
	Drapes/Curtains as required	
Bedroom, Alternate (Comb.Bed/Sitting Room)	Hideaway Bed	1
	End Tables 2	
	Desk 1	
	Desk Chair	1
	Table Lamps	2
Bedroom, Alternate	Wall Mirror	1
	Bookcase	1
	Chest of Drawer	1
	Carpet as required	1
	Drapes/Curtains as required	1
Laundry	Same as for Married Accommodation	

OLD CROW

All accommodations furnished to the level of Schedule A above. The following furnishings may be supplied.

Married Accommodation

Crib - one (1) if required and available

Cutlery - table setting of eight (8)

Dishes - table setting of eight (8)

Glasses - juice - eight (8) water - eight (8)

Cooking utensils - as required

Toaster - one (1)

Electric Kettle - one (1)

Vacuum Cleaner - one (1)

Floor Polisher - one (1)

Linen - pillows - as required for each bed

blankets - as required to provide two (2) for each bed

bedspread - as required to provide one (1) for each bed

sheets and pillow cases - as required to provide one (1) complete change for each bed

towels - as required to provide two (2) bath and two (2) hand towels per person

face cloths and dish towels - six (6) of each

Single Accommodation

Cutlery - table setting of four (4)

Dishes - table setting of four (4)

Glasses - juice - four (4) water - four (4)

Cooking utensils - as required

Toaster - one (1)

Electric Kettle - one (1)

Vacuum Cleaner - one (1)

Floor Polisher - one (1)

Linen - same as married

NOTE: Replacement of furniture or furnishings required through tenant negligence either by loss or unrepairable damage will be charged to the tenant at the replacement cost. Repairable damage will be charged to the tenant at the invoiced cost.