



TEMAGAMI FIRST NATION
COMMUNITY MEETING
MATERIALS PACKAGE



TEMAGAMI
FIRST NATION

November 13, 2022

Provided by Victoria Grant, Interim Executive Director



TEMAGAMI
FIRST NATION

CONTENTS

ITEM 1: Proposed Agenda

ITEM 2: Strategic Plan

ITEM 3: TFN Constitution and Mail-In Ballots

ITEM 4: TFN Housing Policy

NOTE: MORE INFO TO COME

Item #1: Proposed Agenda



**TEMAGAMI
FIRST NATION**

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Item #1

**COMMUNITY MEETING PROPOSED AGENDA & TIMELINE
SUNDAY, NOVEMBER 13, 2022
10:30AM-4:00PM
LAKEVIEW GATHERING PLACE**

1. **OPENING PRAYER BY ELDER JUNE TWAIN AT 10:30AM**
2. **WELCOMING REMARKS BY CHIEF SHELLY MOORE-FRAPPIER**
3. **ADOPT AGENDA**
4. **UPDATES:**
 - A. **LMLC UPDATE**
 - B. **YOUTH UPDATE**
 - C. **GOVERNANCE POLICY AND FINANCIAL ADMINISTRATION LAW**
5. **BIEA POLICY AMENDMENT**
6. ***LUNCH BREAK FROM 12:30PM-1:30PM***
7. **STRATEGIC PLAN PRESENTATION**
8. **MAIL-IN BALLOTS FOR ELECTION PURPOSES**
9. **CHURCH REDRESS**
10. **REVIEW OF HOUSING POLICY**
11. **ADJOURNMENT OF MEETING AT 4:00PM**



STRATAGIC PLAN

Temagami Frist Nation Chief and Council



TEMAGAMI
FIRST NATION

Item #2: Strategic Plan

Item #2

Introduction:

The Temagami First Nation members are predominantly descendants of the Teme-Augama Anishnabai and are presently recognized as Indians under the Indian Act of Canada. Membership within the Temagami First Nation is about 1200, with about 500 eligible voters. The Bear Island Indian Reserve is home to about 250 permanent residents, not all residents are members of the Temagami First Nation. All government institutions of the Temagami First Nation are situated on the reserve. The Temagami First Nation Chief and Council along with elected representatives of the Teme-Augama Anishnabai Chief and Council work together to uphold the integrity of Teme-Augama Anishnabai as the stewards of n'Daki Menan.



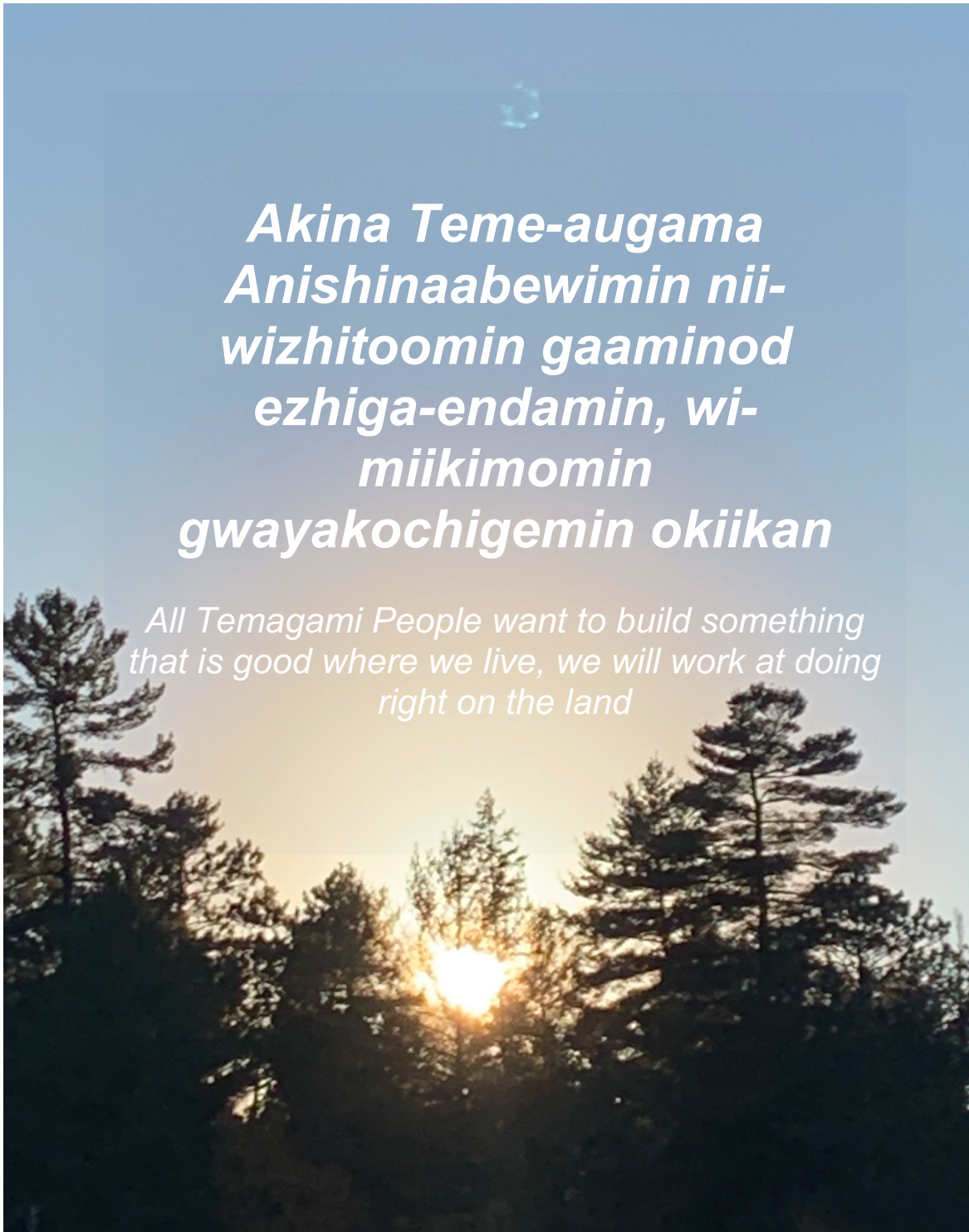
The Temagami First Nation is represented by a duly elected Chief and Council, with an election taking place every three years. The Current Chief and Council include Chief Shelly Moore Frappier, Second Chief John McKenzie, and Councillors Michael Paul, Roxane Potts, Tom Mathias, Douglas H McKenzie, James Saville, Joe Katt. They were duly elected in July of 2020. Due to the uncertainty caused by the COVID pandemic and for the safety of the community, mail-in ballots were included as part of electoral process in 2020.

In May of 2021, with facilitation provided by Victoria Grant, the Chief and Council, and the Executive Director began a strategic planning exercise that would examine the following questions: Where are we now? Where do we want to go? How do we get there? And have we arrived?


Through a process of inquiry, the group discussed what motivated them to stand for political office, their alignment of interests, what they would like to accomplish during their term of office in partnership with community and to set path for the future of the community. Chief and Council held sessions three sessions with Community members and staff to listen and hear their areas of concern. Through this process the strategic priority areas were validated, solidifying the overall vision for each area, and identifying concrete short-term and long-term objectives for each priority area.

***Akina Teme-augama
Anishinaabewimin nii-
wizhitoomin gaaminod
ezhiga-endamin, wi-
miikimomin
gwayakochigemin okiikan***

*All Temagami People want to build something
that is good where we live, we will work at doing
right on the land*



Mission in Anishinabemowin



*Mino niigaanizimin shij
ni-wiidamaagemin
gaa-ezhi-widoodamaagemin*

*Good leadership and tell everyone what we are
doing*

**Gi-zoongidehemin
ezhi-winaakonigemin
Wi -mikwendamamin akina
weshkat gaa bimaadiziwog
shij wii gaadaadiniziwog**

*We will be of strong heart when we make
decisions*

*We will remember all long ago who lived and
who will be born*



***Goals, Objectives
and Strategic
Directions***

1. To Strengthen Governance Structure and Processes

a. Revitalize the Tribal Constitution

- i. Voting process for the Temagami First Nation
- ii. Citizenship/membership code that respects and is inclusive of all Citizens, both living on- and off-reserve.
- iii. Ensure the constitution is current, relevant, and legally responsible

b. Alignment of the leadership of the Temagami First Nation and the Teme-Augama Anishnabai Chiefs and Councils to a governance model that is inclusive of all citizens

- i. Defining and Understanding the Roles and Responsibilities and the Relationship of The Two Councils
- ii. Citizenship/membership code that respects and is inclusive of all Citizens, both living on- and off-reserve.

c. Improve Governance and Organizational Processes and Policy Development

- i. Foster interdependent relationships amongst and between all committees and departments, managers, staff, and Citizens to achieve shared objectives for the benefit of community
- ii. Linkage and Cross communication amongst staff to ensure optimal information in management meetings, policies and procedures that include quality ways to report and follow-up.

d. Build an effective approach for communication and reporting news and updates to Citizens that ensures transparent, open two-way communication.

- i. Use of social media as a tool for communication
- ii. Development of Learning Circles – World Cafes

iii. Consistent Community Meetings

2. Maintain and Plan for Infrastructure that Serves the Needs of Community and Members

a. Develop housing plan for the overall community that is are fair and equitable for all members

- i. Review and amend the housing policy
 - 1. Policy and processes for accessing new and existing rentals are fair and equitable for all members
 - 2. Develop a housing strategy that will prioritize Member needs and pursue affordable ownership options, particularly for young families

b. A safe and healthy environment for our children that will serve the educational needs of our students

- i. Make the school safe so that parents and children have comfort with the children in the school building
- ii. Review, evaluate the structure of the school and determine whether to renovate or do a new build ensuring that it will accommodate all processes of learning for the children.

c. All physical structures including roads, running water, government buildings and community facilities are in place and well maintained

- i. Establish integrated approach to scoping and implementing all community infrastructure (including facilities) needs

3. To Support Opportunities that Enhance the Culture, Language and Traditions of Our People

a. Focus on growing and revitalizing our culture, language, and customary principles for the benefit of present and future generations

- i. Opportunities for learning and speaking our Language
- ii. Land Based Outposts Camps and Using for Hunting and Trapping and other traditional activities
- iii. Opportunities for greater understanding of traditions, clan system and being on the land

b. Work with Elders and Citizens to clarify cultural and Indigenous knowledge protocols and develop a digital 'Indigenous knowledge and teachings' database.

- i. Opportunities for traditional events and ceremonies that are important part of our way of life.

4. To Live in Balance with all Natural Resources on n'Daki Menan

a. Be active in managing and preserving the land, water, and resources of our Territory,

- i. Monitoring and knowledge of who is using what resources on n'Daki Menan
- ii. Begin a process that leads to Environmental Consideration and Stewardship

b. Land Claims and Negotiations Process

- i. More information is needed with respect to the table that was set by the previous council with Province and Feds with respect to Land Settlement Agreement.

5. Sustainable Programming and Services that promote Inter-Dependence

a. Enhanced education, training and employment opportunities that are accessible to membership

- i. Engage community in an exercise of exploring alternative account economies and how we can diversify on n'Dakimenan Staying true to our principles while creating a sustainable future***

b. Creation of sustainable community economic development strategy that provides training and employment opportunities for Citizens in a supportive and healing environment.

c. Support children and youth to continue their education post-high school, including re-engaging with youth who no longer attend school or training.

- i. Review current post-secondary policy to give opportunity to re-engage those who want to study and have been deprioritized***

TFN Constitution and
Mail-In Ballots



Item #3: Mail In Ballots for Election Purposes

Motion - RE: Tribal Constitution

Item #3

The Constitution and Mail-In Ballots:

At the meeting in July, members from the community asked about opening the voting process to members who are not resident and not on reserve.

At that meeting, community directed Council to come back to this meeting with a recommended process to make the necessary changes to the constitution that would be inclusive of Mail-In Ballots.

While our Constitution needs more work, it is important to make small steps. We have used Mail-In Ballots for some decisions.

Specifically, Mail-In Ballots were used during the election of 2020 because of the pandemic and the unknown threat of COVID-19 for the safety of the community. The process that was used was successful and inclusive of all members of the Temagami First Nation.

The intention of Mail-In Ballots is to be inclusive of all members of the Temagami First Nation and to have all members participate in the election of our leadership. Therefore, only the sections of the Tribal Constitution that direct the election of Chief and Council would need to be changed.

In an initial review and to accommodate and bring Mail-In Ballots to execution, the following sections of the Tribal Constitution will need to change:

- Section 8-2 Manner in Which Voting Shall Be Carried Out
 - Under this Section and after “F”, reference to Mail-In Ballots will have to be inserted.
- Section 8.3 of the Tribal Constitution
 - the heading “Mail-In Ballots” would be inserted following the heading “The Poll” after section “M”. Under the heading “Mail-In Ballots” the process for mail-in ballots would be inserted and the process following Section “N” would continue.
 - Under Section “N” the process for counting and opening Mail-In Ballots would need to be addressed

Therefore, at the meeting on Sunday, September 18th, the motion below will be put to the floor

Motion to direct the Chief and Council to bring to the next community meeting , the date set in our meeting today, to do its due diligence and revise the Tribal Constitution to include a process for Mail-In Ballots in the appropriate areas of the constitution that will accommodate and provide the opportunity to all members of the Temagami First Nation to participate in the election of the leadership and that such changes will be put to a vote at the next meeting.

Section 8-2 & 8-3 TFN Tribal Constitution

- E) The Electoral Officer shall not close the nomination meeting until such business as he/she considers may properly be brought before it has been disposed of.**
- F) In the event of more than the required number of persons being nominated for Chief and Councillors, the Electoral Officer shall declare that a poll will be held and shall name the time and the place where such a poll shall be taken.**
- G) Whenever a poll is to be taken, the Electoral Officer shall, without any unreasonable delay after the nomination, cause to be posted in one or more conspicuous places within the section a notice to that effect in the form prescribed.**

Section 8-2 Manner in Which Voting Shall Be Carried Out

- A) The Electoral Officer shall prepare a voters list containing the names, in alphabetical order, of all electors.**
- B) The Electoral Officer shall post one or more copies of the voters(list) in a conspicuous place in the section.**
- C) Any elector may apply to have the voters list revised on the ground that the name of an elector has been omitted therefrom or the name of a person not qualified to vote is included therein.**
- D) If the Electoral Officer is satisfied that a list should be corrected he/she shall make the necessary correction therein.**

- E) There shall be prepared ballot papers in the form prescribed containing names of the candidates for Chief and for Councillors, which shall be listed on the ballot papers in alphabetical order.
- F) Any candidate who has been nominated may withdraw at any time after his nomination but not later than forty-eight (48) hours before the time of the opening of the poll, by filing with the Electoral Officer a written withdrawal of his nomination, signed by himself in the presence of the Electoral Officer, a Justice of the Peace, a Notary Public, a Commissioner for Oaths or a Band Administrator and any votes cast for any such candidate shall be null and void.
- G) The Electoral Officer shall procure or cause to be procured as many ballot boxes as there are polling places, and shall cause to be prepared a sufficient number of ballot papers for the purpose of the election.
- H) The Electoral Officer shall, before the poll is open, cause to be delivered to his deputy the ballot papers, materials for marking the ballot papers, and a sufficient number of directions – for – voting as may be prescribed.
- I) The Electoral Officer or his/her deputy shall provide a compartment at each polling place where the electors can mark their ballot papers free from observation, and he/she may appoint a constable to maintain order at such polling place.
- J) The poll shall be kept open from nine o'clock (9:00) (standard time) in the forenoon until six o'clock (6:00) (standard time) in the afternoon of the same day, but where it appears to the Electoral Officer that it would be inconvenient to the electors to have the poll closed at six o'clock (6:00), he/she may order that it be kept open until not later than eight o'clock (8:00) (standard time) of the afternoon of the same day.

-
- K) A candidate shall be entitled to not more than two agents in a polling place at any one time.

Section 8-3

Voting at all elections shall be by ballot in the manner set forth in section 8-3.

The Electoral Officer or his/her deputy shall immediately before the commencement of the poll, open the ballot box and call such persons as may be present to witness that it is empty; he/she shall then lock and properly seal the box to prevent it being opened without breaking the seal and shall place it in view for the reception of ballots, and the seal shall not be broken nor the box unlocked during the time appointed for taking the poll.

At the request of any candidate or his agent or any elector, an oath or affirmation in the form prescribed as to his rights to vote shall be administered to any person tendering his/her vote at any election.

THE POLL

- A) On a person presenting himself/herself for the purpose of voting, the Electoral Officer or his/her deputy shall, if satisfied that the name of such person is entered on the voters list at the polling place, provide him with a ballot paper on which to register his/her vote.
- B) The Electoral Officer or his/her deputy shall cause to be placed in the proper column of the voters list, a mark opposite the name of every voter receiving a ballot paper.
- C) No person who has refused to take the oath or affirmation referred to in subsection fourteen of section five when request so to do shall receive a ballot paper or be permitted to vote.

- D) The Electoral Officer or his/her deputy may and when requested to do so, shall explain the mode of voting to the voter.
- E) Each person receiving a ballot paper shall forthwith proceed to the compartment provided for marking ballots and shall mark his/her ballot paper by placing a mark⁵ opposite the name of the candidate or candidates for whom he/she desires to vote; he/she shall then fold the ballot paper so as to conceal the names of the candidates and the marks on the face of the paper but so as to expose the initials of the Electoral Officer or his/her deputy and on leaving the compartment shall forthwith deliver the same to the Electoral Officer or his/her deputy who shall without folding the ballot paper, verify his/her initials and at once deposit it in the ballot box in the presence of the voter and of all other persons entitled to be present in the polling place.

5. Amended Gen. Mtg 2 nd & Final Vote on 2011/03/21

- F) While any voter is in the compartment for the purpose of marking his/her ballot paper, no other person shall, except as provided in subsection (g) be allowed in the same compartment or be in any position from which he/she can see the manner in which such voter marks his/her ballot paper.
- G) The Electoral Officer or his/her deputy on the application of any voter who is unable to read or is incapacitated by blindness or other physical cause from voting in the matter prescribed by subsection (e) shall assist such voter by marking his/her ballot paper in the manner directed by such voter in the presence of the agents of the candidates in the polling place and of no other person, and place such ballot in the ballot box.
- H) Invalids or people bed ridden by bacterial illness shall have the right to request the Electoral Officer and one deputy to bring the ballot to their residence for the purpose of placing their vote in Band Elections. The

~~request will be dealt with by the Electoral Officer whose decision will be final.~~

- I) The Electoral Officer or his/her deputy shall state in the voters list opposite the name of such elector in the column for remarks, the fact that the ballot paper was marked by him/her the request of the voter and the reasons therefore.
- J) A voter who has inadvertently dealt with his/her ballot paper in such a manner that it cannot be conveniently used, shall upon returning it to the Electoral Officer or his/her deputy be entitled to obtain another ballot paper and the Electoral Officer or his/her deputy shall thereupon write the word "Cancelled" upon the spoiled ballot paper and preserve it.
- K) Any person who has received a ballot paper and who leaves the polling place without delivering the same to the Electoral Officer or his/her deputy, in the manner provided, or if, after receiving the same, refuses to vote shall forfeit his/her right to vote at the election, and the Electoral Officer or his/her deputy shall make an entry in the voters list in the column for remarks opposite the name of such person to show that such person received the ballot paper and declined to vote, in which case the Electoral Officer or his/her deputy shall mark upon the face of the ballot paper the word, "Declined" and all ballot papers so marked shall be preserved.
- L) An elector whose name does not appear on the voters list may vote at an election, providing that the Electoral Officer or his/her deputy is satisfied that such person is qualified to vote.
- M) Every elector who is inside the polling place at the time fixed for closing the poll shall be entitled to vote before the poll is closed.

- N) Immediately after the close of the poll, the Electoral Officer or his/her deputy shall, in the presence of such of the candidates or their agents as may be present, open the ballot box and:**
- 1. Examine the ballot papers and reject all ballot papers;**
 - (a) which have not been supplied by him/her; or**
 - (b) by which votes have been given for more candidates than are to be elected; or**
 - (c) upon which anything appears by which the voter can be identified, but no word, letter or marks written or made or omitted to be written or made by the Electoral Officer or his/her deputy on a ballot paper shall void it or warrant its rejection;**
 - 2. Declare a ballot paper containing the names of candidates for more than one office, on which voters are given for more candidates for any office than are to be elected to be void as regards all the candidates for such office; but such ballot paper shall be good as regard the votes for any other offices in respect of which the voter has not voted for more candidates than are to be elected;**
 - 3. Subject to review on recount or on an election appeal, take a note of any objection made by any candidate or his/her agent to any ballot paper found in the ballot box and decide any question arising out of the objection;**
 - 4. Number such objection and place a corresponding number on the back of the ballot paper with the word "allowed" or "disallowed", as the case may be with his/her initials;**
 - 5. Count the votes given for each candidate from the ballot papers not rejected and make a written statement of the number of votes given to each candidate and of the number of ballot papers rejected and not counted by him/her which statement shall be then signed by him/her and such other**

~~persons authorized to be present as may desire to sign the~~
same.

- O) Immediately after the completion of the counting of the votes, the Electoral Officer shall publicly declare to be elected the candidate or candidates having the highest number of votes and he/she shall also post in some conspicuous place a statement signed by him showing the number of votes cast for each candidate.
- P) Where it appears that two or more candidates have an equal number of votes, the Electoral Officer shall give a casting vote for one or more of such candidate, but the Electoral Officer shall not otherwise be entitled to vote.
- Q) The Electoral Officer shall prepare a statement in triplicate showing the total number of votes cast for each candidate, the number of rejected ballots and the names of the candidates duly declared elected. One copy of such statement shall be forwarded to the Indian Affairs District Office and one to the Regional Office of Indian Affairs in Toronto. The statement shall be signed by the Electoral Officer and such of the candidates or their agents as are present and desire to sign it.

SECTION 8-4 DISPOSITION OF BALLOT PAPERS

- A) The Electoral Officer shall deposit all ballot papers in sealed envelopes with the Superintendent, who shall retain them in his possession for eight weeks, and unless otherwise directed by the elders or by a person authorized by them shall then destroy the ballot papers in the presence of two witnesses who shall make a declaration that they witnessed the destruction of them.

TFN Housing Policy





**TEMAGAMI
FIRST NATION**

HOUSING POLICY

April 2022

CONTENTS

- PART I – GENERAL 6
- 1.0 INTRODUCTION 6
 - 1.1 Purpose 6
 - 1.2 Goals..... 6
 - 4.1 Housing Department 8
 - 4.2 Housing Committee..... 9
 - 4.2.1 Establishment and Selection of Housing Committee 9
 - 4.2.2 Housing Committee Roles and Responsibilities 10
 - 4.2.3 The Chairperson’s responsibilities include, but are not limited to:..... 10
- PART II –NATION ADMINISTERED HOMES 12
- 5.0 BAND RENTAL UNITS..... 12
 - 5.1 Rental Housing Application Requirements 12
 - 5.2 Selection Criteria for Rental Units 13
 - 5.3 Tenancy Agreement 13
 - 5.4 Rental Rates..... 13
 - 5.5 Payment of Rent..... 13
 - 5.6 Rent Arrears 14
 - 5.7 General Duties and Responsibilities of Occupants/Tenants 14
 - 5.8 Maintenance 16
 - 5.9 Renovation of Rental Units..... 16
 - 5.10 Insurance..... 17
 - 5.11 Fires..... 17
 - 5.12 Inspections 17
 - 5.12.1 Regular Inspections 17
 - 5.12.2 Move-In Inspection..... 18
 - 5.12.3 Move-Out Inspection..... 18
 - 5.13 Death of Tenant..... 18
 - 5.14 Marital Breakdown..... 19
 - 5.14.1 General..... 19
 - 5.14.2 Marital Breakdown: Joint Tenants with no children 20
 - 5.14.3 Marital Breakdown: Joint Tenants with children 20
 - 5.14.4 Marital Breakdown: Non-member Spouse with children 20

5.15 Eviction	20
5.15.1 Breach of the Policy and/or a Tenancy Agreement	21
5.15.2 Repeatedly Causing a Nuisance or Public Disturbance	21
5.15.3 Rental Arrears	22
5.15.4 Abandoned	22
5.16 Vacating the Unit.....	22
6.0 RENT-TO-OWN HOMES.....	23
6.1 Rent-to-Own Agreement (Appendix 14).....	23
6.2 Rent-to-Own Housing Application Requirements	24
6.3 Selection Criteria for Rent-to-Own Units.....	25
6.4 Rental Rates.....	25
6.5 Payment of Rent.....	25
6.7 General Duties and Responsibilities of Occupants/Tenants	25
6.8 Maintenance	27
6.9 Insurance	28
6.10 Fires.....	28
6.11 Inspections	28
6.11.1 Regular Inspections	28
6.11.2 Move-In Inspection.....	29
6.11.3 Move-Out Inspection.....	29
6.12 Transfer of Ownership of Rent-to-Own Unit	29
6.13 Re-allocation of Rent-To-Own Homes Still Under Mortgage.....	30
6.14 Death of Tenant.....	31
6.15 Marital Breakdown.....	31
6.15.1 General.....	31
6.15.2 Marital Breakdown: Joint Tenants with no children	32
6.15.3 Marital Breakdown: Joint Tenants with children	32
6.15.4 Marital Breakdown: Non-member Spouse with children	32
6.16 Eviction.....	33
6.16.1 Breach of the Policy and/or a Rent-to-Own Agreement	33
6.16.2 Repeatedly Causing a Nuisance or Public Disturbance	34
6.16.3 Rental Arrears	34
6.16.4 Abandoned Unit.....	34

6.18 Vacating the Unit.....	35
PART III – PRIVATELY OWNED HOMES	36
7.1 General Duties and Responsibilities of Homeowners.....	36
7.2 Maintenance	36
7.3 Insurance.....	36
7.5 Transferring.....	36
7.6 Marital Breakdown.....	37
7.9 Death of a Homeowner.....	37
PART IV – RENOVATION PROGRAMS.....	38
8.0 RENOVATION PROGRAMS	38
8.1 Residential Rehabilitation Assistance Program (RRAP).....	38
8.2 Home Adaptations for Seniors Independence (HASI).....	38
8.3 Home Improvement Program.....	39
8.4 Elders & Disabled Home Repairs Policy – TFN Enrichment Funds.....	42
PART V – HOMEOWNERSHIP	45
9.0 HOME OWNERSHIP PROGRAMS.....	45
9.1 Independently Built Homes (no TFN assistance).....	45
9.1.1 Certificate of Possession	45
9.1.2 Lot Management.....	45
9.1.3 Lot Clearing	45
9.1.4 Leasing a House.....	45
9.1.5 Fire Insurance.....	45
9.1.6 Compliance with By-Laws	45
9.1.7 Selling a House.....	46
9.2 TEMAGAMI FIRST NATION MARKET BASED HOUSING PROGRAM	46
9.2.1 New Construction – FNMHF.....	46
9.2.2 Purchase an Existing Home – FNMHF.....	48
9.2.3 Renovations – FNMHF.....	51
PART VI – OTHER	56
10.0 COMPLAINTS	56
11.0 APPEALS.....	56
11.1 Grounds for Appeal	56
APPENDIX 1.....	58
APPENDIX 2 – HOUSING APPLICATION	59

APPENDIX 3 – HOME INSPECTION FORM	64
APPENDIX 4 - SELECTION CRITERIA FOR RENTAL HOUSING.....	67
APPENDIX 5 – RENT ARREARS 1 ST NOTICE.....	68
APPENDIX 6 – RENT ARREARS - 2 ND NOTICE	69
APPENDIX 7 – RENT ARREARS FINAL NOTICE	70
APPENDIX 8 – EVICTION NOTICE	71
APPENDIX 9 – REPAYMENT/ARREARS RECOVERY AGREEMENT.....	72
APPENDIX 10 – VIOLATION NOTICE	73
Appendix 11 – Rental Agreement.....	74

PART I – GENERAL

Part I of the Housing Policy applies to all aspects of the Housing.

1.0 INTRODUCTION

1.1 Purpose

Temagami First Nation (TFN) has developed this Policy for the betterment of their community. A structured housing policy provides the Housing Department, Housing Committee, Chief & Council and members with a framework, to administer the housing program in a manner that is unbiased, fair, transparent and meets the needs of members.

1.2 Goals

This Policy seeks to achieve the following housing goals for First Nation members:

- i. build and provide access to safe, affordable and energy efficient housing that meets applicable building standards;
- ii. develop and administer a house maintenance program that ensures houses are built and maintained to a standard that meets or exceeds federal health and safety standards for health;
- iii. extend the useful life of the Band's existing Housing Stock; and
- iv. promote homeownership by providing eligible members with access to affordable and competitive opportunities to own their own home.

2.0 Definitions

“Active Applications” means an application that is completed when submitted and updated annually by the applicant.

“Band” means the FN.

“Housing Department” means the Housing Supervisor and any other staff employed by TFN to assist in implementing the Housing Policy and overseeing the housing program.

“Band-Administered Home” means a home that falls under the FN Housing Department and includes Section 95 Homes, Band Rental Units, and Band Rent-to-Own Units.

“Band Council Resolution” means a written resolution or authorizing document of Chief and Council adopted at a duly convened meeting of the elected council for the First Nation.

“Band Member” means a member of the FN in accordance with FN's membership list.

“Certificate of Possession” means the right of possession for the residential unit including the right of possession for the land.

“CMHC” means the Canada Mortgage and Housing Corporation.

“Council” means the duly elected chief and council of the First Nation.

“Education Transfer” means a transfer for education reasons.

“Fiscal Year” means April 1st to March 31st each year.

“Housing Application” means an application to live in a Rental Unit containing the information in Appendix 2.

“Housing Stock” means all Band-Administered Homes.

“Housing Supervisor” means TFN employee responsible for administering the TFN housing department

“Immediate Family” means a spouse (married or common law), parent, child, brother or sister.

“INAC / AANDC” means the former Indian and Northern Affairs Canada, the former Aboriginal Affairs and Northern Development Canada, and now Indigenous & Northern Affairs Canada.

“INAC Home” means a Unit that was subsidized by INAC and does not mean a Section 10 Home or a Section 95 Home.

“Inactive Application” means an application that has not been updated by the applicant for two (2) consecutive years.

“Member” means a First Nation member.

“Nation” means First Nation.

“Occupancy Charge” means funds collected from a Tenant(s) for a particular Rental Unit with no attached mortgage, that are segregated from all other Band funds and used to cover services, maintenance, upkeep and to fund an ongoing replacement reserve for that particular rental unit.

“Occupant” means an individual occupying a Band-Administered Home, and includes, but is not limited to, Tenants.

“Option to Own” means a clause included in the rent to own agreement between the FN and tenant where both parties agree that, at the end of the amortization period for the section 95 mortgage loan, the tenant may have an option to own the home provided that the tenant has met all conditions and obligations in the rent to own agreement.

“Policy” means the First Nation Housing Policy DATE 2017.

“Privately Owned Home” means a home that is owned by a Nation Member where the FN holds no responsibility to the home, which includes homes transferred to a Tenant at the end of a Rent-to-Own Agreement, and Capital Homes.

“Rental Unit” means a Band-Administered Home that is subject to a Tenancy Agreement.

“Repayment Agreement” means an agreement entered into between a Tenant and TFN for repaying rental arrears.

“Release of Interest” means the written confirmation of the release of TFN’s interest in the rent to own home.

“Section 10 Home” means a Unit that is financed through the Section 10 Program Ministerial Guarantee program through INAC.

“Section 95 Home” means a Unit that has current debt attached from the Section 95 Program of the CMHC.

“Social Housing” means a Unit with Section 95 debt attached, or other Housing built under the premise of social need.

“Spouse” means a person who is married to another person or who has lived with another person in a marriage-like relationship for a period of at least one (1) year and includes persons of the same gender.

“TFN” means Temagami First Nation.

“Tenant” means an occupant or occupants who have entered into a Tenancy Agreement with TFN in order to occupy a Band-Administered Home.

“Unit” means a Band-Administered Home.

3.0 Authority and Application

This Policy is made under the authority of Chief & Council and applies to:

- all existing and future rent to own housing units, rental units and band owned homes located on TFN reserves;
- All individuals who have made or will make an application for rent to own housing or rental housing within TFN reserve lands; and
- All individuals currently occupying a band rental unit or rent to own house.

4.0 Governance

4.1 Housing Department

The Housing Supervisor oversees all matters related to the administration of Band-Administered Homes under the direction of the Community Infrastructure Manager.

Housing Department Roles and Responsibilities

The following functions will be delegated to the Housing Department:

- i. prepare agendas and take minutes for all Housing Committee meetings;
- ii. prepare and present annual budgets to Chief & Council;
- iii. ensure reports are prepared and presented to Chief & Council;
- iv. advise the Housing Committee and Chief & Council on the implications of any transaction or policy changes contemplated;
- v. manage and carry out the day-to-day operations required to implement and oversee the housing program(s) and other related duties;
- vi. complete inspections on all work done on Band-Administered Homes, before, during and after work is done;
- vii. accept and score Housing Applications;

- viii. submit Housing Applications to Housing Committee for review;
- ix. keep the Housing Committee and the Council up-to-date on workshops, training, funding opportunities, and on any relevant correspondence;
- x. ensure monthly payments from Social Assistance recipients are being made;
- xi. update the Housing Committee and Chief & Council on arrears;
- xii. adhere to all applicable codes and guidelines, including building codes.
- xiii. Recommend evictions to the Housing Committee;
- xiv. prepare all notices, including arrears letters and repayment plans;
- xv. maintain and update tenant files, the housing list and renovation requests;
- xvi. provide construction and renovation updates to the Housing Committee and Chief & Council on an as-needed basis;
- xvii. deliver a Basic Home Maintenance Workshop for all new Occupants before they get keys to a Unit;
- xviii. promote and manage the housing programs; and
- xix. communicate decisions of the Housing Committee to the appropriate individuals.

4.2 Housing Committee

The Housing Committee represents TFN in matters related to housing. The Committee acts in cooperation with the Housing Department but remains independent from the Housing Department in carrying out their roles and responsibilities. The Housing Committee is not responsible for day-to-day operations and/or program management. Those matters fall to the Housing Supervisor.

4.2.1 Establishment and Selection of Housing Committee

The Housing Committee will consist of 5 (five) voting members appointed by each Chief and Council. The one Council representative shall serve as the chairperson. Quorum shall be 3 members of the Housing Committee.

All Committee members are bound by the Housing Policy.

In order to be eligible for appointment to the Housing Committee a person must:

- i. be at least eighteen (18) years of age;
- ii. be a registered member of the TFN;
- iii. have a sincere desire to help serve the members of the community in a fair, transparent manner and to act in a non-judgmental fashion; and
- iv. have a good knowledge of the housing needs of the community.

If appointed, a member of a Housing Committee must:

- i. understand and agree to enforce this Policy;
- ii. agree not to engage in nepotism or participate in decisions in which he or she is in a conflict of interest;
- iii. sign an Oath of Confidentiality (Appendix 1); and
- iv. if he or she is a tenant, must be in compliance with this Housing Policy.

A member who occupies a Rental Unit is not eligible for the Housing Committee if he or she is in rental arrears and/or does not have a record of paying rent on time.

Council shall remove a Housing Committee member for the following reasons:

- i. breaching confidentiality;
- ii. falling into rental arrears where arrears letters are issued on a regular basis;
- iii. failing to attend three (3) consecutive meetings without a valid reason (i.e., work related or medical);
- iv. if a committee member is intimidating other committee members or staff;
- v. if convicted of an indictable criminal offense; or
- vi. at the recommendation of the Housing Supervisor, for making decisions that are patently unfair or not consistent with the Housing Policy.

If a member of a Housing Committee is removed or steps down, Chief & Council shall appoint a replacement.

For the initial appointment process, the term of the Committee will be staggered with two (2) members appointed for a four (4) year term and the remaining two (2) members appointed a five (5) year term.

This will provide continuity of knowledge and ensure that business proceeds without interruption. Not more than one member from the same Immediate Family (Immediate Family is defined as your spouse, mother, father, brother, sister, or child) can be appointed to the Housing Committee at the same time.

The Housing Committee will meet quarterly, with emergency meetings scheduled as required. Any matters deemed to be urgent by the Housing Supervisor, where approval of the Housing Committee is required, shall be dealt with by calling an emergency meeting.

4.2.2 Housing Committee Roles and Responsibilities

Housing Committee shall carry out the following functions:

- i. review and recommend allocation of housing based on scoring;
- ii. review and recommend evictions;
- iii. review and recommend renovations request;
- iv. review and make recommendations for changes to this Policy on an annual or as needed basis;
and
- v. review notices as provided by the Housing Supervisor;

In carrying out their responsibilities, Housing Committee members must:

- i. implement the Housing Policy in a consistent and transparent manner;
- ii. ensure the effective and efficient operation of the TFN Housing Program;
- iii. prepare for meetings by reading relevant reports and letters;
- iv. keep up to date with relevant TFN Laws, policies and By-Laws; and
- v. review all Housing Applications on a timely, regular basis.

4.2.3 The Chairperson's responsibilities include, but are not limited to:

- i. calling Housing Committee meetings;
- ii. In his/her absence delegate the responsibilities of Chairperson to another Committee member;

- iii. ensuring that quorum is present before business is conducted;
- iv. developing the agenda;
- v. following up on old business;
- vi. reading the minutes of the last meeting;
- vii. amending the minutes where amendments are approved;
- viii. introducing new business;
- ix. setting a date for the next meeting;
- x. maintaining order;
- xi. acting as an impartial mediator in the workings of the Housing Committee;
- xii. ensuring that the business of the meeting proceeds smoothly and that the meeting stays on topic according to the agenda;
- xiii. calling for recommendations and ensuring that everybody has had an opportunity to debate and discuss recommendations;
- xiv. after substantive debate and discussion, calling for a vote on recommendations and ensuring that recommendations are seconded for all business decisions of the Housing Committee; and
- xv. communicating decisions of the Housing Committee with the Housing Department.

PART II –NATION ADMINISTERED HOMES

Band Administered Homes are homes that fall under the TFN Housing Department and includes Section 95 Homes, Band Rental Units, and Band Rent-to-Own Units.

5.0 BAND RENTAL UNITS

Band Rental Units are Band-Administered Homes where a tenant and the TFN enter into a Tenancy Agreement.

5.1 Rental Housing Application Requirements

The following requirements must be met by applicants who wish to be considered for rental housing. If any of these requirements are not met, the Housing Department will not forward the application on to the Housing Committee for consideration. Given the size of the waiting list for housing, existing Tenants will not be eligible for a new allocation unless there is evidence of overcrowding in the Unit in accordance with National Occupancy Standards (NOS).

Housing Application Form

A Housing Application form (Appendix 2) must be completed in full and submitted to the Housing Department. To remain active and on file, Housing Applications must be submitted when there is a posting for vacant unit. Applicants are responsible for updating the application on file with the Housing Department. The Housing Supervisor shall provide updates to the Housing Committee and inform the applicant they are on the list.

Applicant Eligibility Requirement.

Age Requirement

To be eligible to apply for a Rental Unit, a Band member must be at least eighteen (18) years of age, with the exception of a sixteen (16) or seventeen (17) year old Band Member who can demonstrate that he or she has withdrawn from parental control.

Income Requirement

Applicants must provide evidence of sufficient income to support rental payments (pay stubs, training allowance, or letter from social services). Applicants who are in arrears with TFN will not be considered for housing until the arrears are paid in full. Social Assistance applicants must demonstrate their shelter allowance will cover the monthly rent and utilities.

Family Composition

Existing tenant(s) may become eligible to apply for a new allocation based on overcrowding. Overcrowding refers to a situation where children are living in circumstances that no longer meet the Canadian National Occupancy Standards. In these instances, applications must indicate family composition by providing list of family members.

If at any time after allocations have been awarded, and situations have changed within the family make-up, the Housing Committee reserves the right to terminate the Tenancy Agreement with 30 days' notice. This will be determined on a case-by-case basis.

Rental History

If a Tenant was evicted from a Rental Unit in the community, he or she will not be eligible to apply for another Rental Unit until at least twelve (12) months from the date of the eviction has passed and any outstanding rent arrears are paid in full.

5.2 Selection Criteria for Rental Units

Applications that meet the eligibility requirements outlined above are assigned a score according to a selection criteria point-rating guide.

The purpose of the selection criteria is to select applicants based on relative merit and in accordance with the community housing goals and this Policy. A completed Housing Application must include sufficient information to ensure that the Housing Department can apply the point-rating guide and assign an application a score. The point-rating guide assesses household size, present living conditions, references and financial circumstances.

In order to avoid any conflicts of interest and to keep the selection process fair, an anonymous scoring process will be used whereby the Housing Department will score the applicants and assign a random number to identify the name of the applicant. Only the scores and random identification number will be forwarded to the Housing Committee for review. The names of the applicants will not be revealed until applicants are selected.

Since the Housing Department is unlikely to receive sufficient funding in any one year to provide housing to all applicants, the point-rating system will be used to assess who will be prioritized for housing in any particular budget year.

5.3 Tenancy Agreement

The Tenancy Agreement has been developed to protect the Unit, the Tenant and TFN. The Tenancy Agreement sets out the Tenant's obligations and the obligations of TFN.

Prior to entering into a Tenancy Agreement, the Housing Department will complete an in-person meeting with a Tenant(s) to explain all aspects of the Tenancy Agreement, including rules imposed on the Tenant(s), charges payable by the Tenant(s) and consequences for breaching this Policy and/or the Tenancy Agreement.

Two copies of the Tenancy Agreement shall be signed by the Housing Department and the Tenant(s) prior to occupying the Unit. One copy will be kept by the Housing Department, and another copy will be provided to the Tenant(s). The Tenancy Agreement will be renewed on an annual basis.

5.4 Rental Rates

TFN Chief and Council set rents for Rental Units based on the following rental scales from the Canada Mortgage and Housing Corporation ("CMHC") operating agreement.

Rents shall be reviewed annually with 90 days' notice.

5.5 Payment of Rent

All Tenants are required to pay rent to contribute toward the cost of housing. Rental payments will be used to protect the community's investment in its Housing Stock and to maximize housing resources.

Rent is due on the on the 1st day of the month. All Tenants occupying a Rental Unit have agreed to pay rent, as stated in their Tenancy Agreement.

Tenants who are TFN employees can have their rent deducted from their income and forwarded to the Housing Department. Tenants in receipt of Social Assistance will have their rent paid through shelter portion on their behalf by the Ontario Works Development Department. Social Assistance recipients must make arrangements with the Ontario Works Development Department to ensure that rent payments are made on their behalf. Any rent portion not covered by Ontario Works shelter portion is the tenants' responsibility.

The Finance Department will issue receipts to Tenants each month for rent paid.

5.6 Rent Arrears

Rent is due on the first day of the month. The following procedures apply immediately after one rent payment has been missed.

- i. A first notice (Appendix 5) will be sent to the Tenant(s) seven (7) days after rent is due. The Tenant shall immediately pay the rental arrears in full or if agreed by the Landlord an Arrears Repayment Plan will be created and entered into.
- ii. If after the 20 days of the due date no payment has been received, a second written notice (Appendix 6) will be delivered along with a scheduled time for a meeting between the Tenant and the Housing Department to discuss the situation and to make arrangements for the repayment of the rental arrears by entering into an Arrears Recovery Agreement.
- iii. If after 30 days of the due date no payment has been made, a written Final Notice (Appendix 7) will be delivered to the Tenant advising the Tenant(s) that they have 10 working days to make full payment of the arrears plus the current month's rent. Both the Tenant(s) and the Housing Department must agree to all repayment terms in The Repayment Agreement which will include the amount of each repayment instalment and the date the payment is due.
- iv. As a last resort, if at the end of the 10-day period, the Tenant(s) has not made a payment or the Tenant has failed to enter into and/or comply with the terms of an Arrears Recovery Agreement, an eviction notice shall be delivered to the Tenant and the Tenant will have 48 hours to vacate the Rental Unit.
 - v. If a Tenant receives Three (3) Final Notices in one fiscal year is cause for immediate eviction.

5.7 General Duties and Responsibilities of Occupants/Tenants

All individuals who live in a Nation Home have certain responsibilities which must be adhered to for them to continue occupying the Unit. In general, all individuals must comply with TFN Laws, bylaws and policies, including the terms of this policy. In addition, all individuals who have signed an agreement with the TFN, including a Tenancy Agreement, must comply with the terms of that agreement. It is the responsibility of all members living in a Band-Administered Home to become familiar with all their responsibilities and obligations.

Occupants who have not signed a Tenancy Agreement must enter into and sign a Tenancy Agreement to indicate that they have read, understood and agree to be bound by the Policy. Occupants who refuse to enter into a tenancy agreement will face eviction. Upon execution of this policy all tenancy agreements must be updated, as per Appendix 10.

The following is a list of some of the key responsibilities of Tenants with respect to Band-Administered Homes:

- i. attend the Basic Home Maintenance Workshop prior to moving into a Unit, if available;
- ii. keep Units in good, clean, and sanitary condition, including yards. Tenants shall be responsible for damage to the Unit;
- iii. keep Units and surrounding areas clean and free of garbage, junk cars and scrap. Tenants who do not meet this responsibility will be issued a "Violation Notice" (Appendix 10) to remove any garbage, junk cars and scrap, after which the Housing Department will remove the items at the Tenant's expense;
- iv. immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any part of the Unit which requires repair, regardless of who is responsible for repairs;
- v. perform general upkeep on homes and prevent damage from occurring;
- vi. respect the rights and privacy of neighbours;
- vii. contact and obtain permission from the Housing Department before commencing with any major repairs, renovations or improvements as set out according to the terms of this Policy and any agreement between the Tenant and the Band;
- viii. notify the Housing Department prior to building a fence or digging in a yard. This is to ensure that underground utility lines are not disturbed and property boundaries are respected;
- ix. ensure that all utilities and other services are in a Tenant's name (or other individual's name if another individual has agreed to be held responsible for the utilities of the Tenant), so as to ensure that utility and other companies do not forward bill(s) to the Band;
- x. carry insurance to cover personal property in the Unit. Should disaster strike, TFN, including the TFN Housing Department, will not be responsible for the loss of any personal property;
- xi. indemnify and save harmless TFN from all liabilities, fines, suits and claims of any kind or which the Housing Department may be liable or suffer by reason of the Tenant's occupancy of the premises;
- xii. refrain from making any improvements or alterations to a Unit, which may render void or voidable any policy of insurance held by TFN generally and/or the TFN Housing Department specifically; and
- xiii. immediately notify the Housing Department when planning to vacate or leave a Unit for more than 10 days.

Tenants must not:

- i. assign or sub-let a Unit;
- ii. cultivate or smoke cannabis from a band administered home;
- iii. sell, transfer or otherwise dispose of any appliances, or other equipment without the direct approval by the Housing Department, unless appliances are owned by the Tenant;
- iv. use the Unit or allow the Unit to be used for any purpose other than a residential dwelling for the authorized Tenant(s) of the Unit unless other arrangements have been made through the Housing Department in writing.

In addition to the above responsibilities, which apply to all Tenants of all Units, members who are Tenants of a Rental Unit must also:

- i. sign a new Tenancy Agreement before March 31st of each year. Only tenants **not** in arrears are permitted to sign a new Tenancy Agreement. If a tenant has not paid off arrears by March 31st, they shall be evicted. The exception to this policy is if a tenant has signed a Rental Arrears Recovery agreement before March 31st.
- ii. ensure that visitors and occupants also comply with all terms of the Tenancy Agreement and this Policy; and
- iii. pay rent regularly and on time, as per the terms of the Tenancy Agreement and this Policy.

5.8 Maintenance

The Housing Department is responsible for carrying out major repairs to Band-Administered Homes, and for replacing fixtures and appliances, as well as repairs arising from normal wear and tear. Major repairs and replacements are generally defined as including:

- i. roof repairs,
- ii. plumbing repairs,
- iii. hot water tank replacement,
- iv. electrical work,
- v. repairing Band-owned appliances (as long as they have not been damaged or overloaded),
- vi. replacing broken windows (as long as they have not been damaged by the Occupant(s)),
- vii. repairing driveways,
- viii. repairing floors, exterior doors, interior door and cabinet hardware and cupboards as needed.
- ix. HVAC

Tenants are responsible for reporting all required repairs to the Housing Department in writing. The Housing Department will keep a record of all repair requests and issue work orders for approved repairs. A record of all major repairs carried out for a Unit including the reason for the repairs, a list of repaired items and the costs of the repairs will be kept with the Housing Department.

Tenants will be charged for the costs of the repairs when repairs are carried out to fix willful damage or damage caused by negligence of the Tenant or a person authorized by the Tenant to be in the Rental Unit. Tenants will be required to make arrangements for payment within 30 days of the repair or must enter into a repayment plan.

When the Housing Department performs maintenance duties, it is the responsibility of the Tenants(s) to ensure that the area where maintenance is being done is freely accessible (no obstructions). If occupant fails to make the area accessible, maintenance will be deferred, unless deferral would cause a health and safety hazard.

5.9 Renovation of Rental Units

Tenants must have permission from the Housing Department to make any alterations, additions or improvements to a Rental Unit. A qualified inspector shall review any such plans, alterations, additions, or improvements to ensure it meets applicable codes. In situations where permission has not been received, it will be the responsibility of the Tenants(s) to return the Rental Unit to its original condition at no cost to the Housing Department. Tenants will not be reimbursed for any improvements they have completed at their own expense.

Rental Units may from time to time qualify for external renovation programs such as RRAP or HASI. See Part V – “Renovation Programs” of this Policy for more information on these programs.

5.10 Insurance

TFN will provide basic insurance coverage for all Band Administered Homes through TFN’s insurance policy. Such insurance will include replacement cost (fire) in the amounts specified in the insurance policy, subject to any exclusions or limitations listed therein, as amended from time to time.

TFN will pay all insurance premiums and deductibles for the insurance coverage for TFN housing stock that is rental.

Tenants are responsible for their own content insurance.

5.11 Fires

After a fire has been reported, the Housing Department shall ensure that there is a full investigation and that the following information is documented and retained:

- i. Occupants of the Unit;
- ii. location of the Unit;
- iii. how the fire was started;
- iv. report of injuries or fatalities; and
- v. extent of damage to the house.

The Housing Department shall also:

- i. report to authorities, as required; and
- ii. file an official Fire Report.

Accidental fires affecting Band Administered Homes insured under the TFN’s insurance policy, are covered and the deductible will be paid by TFN.

If, in the opinion of the Fire Inspector, the fire was caused by willful negligence or illegal activities by the Tenant, Occupant or invitees then the house will be re-built for new Applicants. The Tenants will be evicted and wait for five (5) years before they can re-apply for Band housing.

5.12 Inspections

5.12.1 Regular Inspections

Rental housing units shall be inspected at least once annually. The inspection will be carried out to record the condition of the unit. These inspections will identify the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the Tenant. Refer to Appendix 3 for a copy of the Home Inspection form.

Units are also subject to inspection by the Housing Department if the Housing Department has reasonable grounds for believing that the Tenant(s)/Occupant(s) are in breach of a term of an Agreement with TFN, including a Tenancy Agreement, or this Policy. In such cases, the Housing Department will provide reasonable notice (24 Hours) that the inspection will take place. The Housing Department representative(s) and the Tenant are required to be present for the inspection. If the

Tenant is not available, Housing Department representative(s), along with another band employee, shall conduct inspection and shall provide photographs and sign the report. A copy of the report will be provided to the Tenant.

5.12.2 Move-In Inspection

- i. A move-in inspection will be completed on the day the Tenant is entitled to take possession of the unit or on another mutually agreed upon day – prior to moving in.
- ii. The move-in inspection will be completed jointly by the Tenant and a representative of the Housing Department. The Tenant(s) **MUST** be present during the inspection.
- iii. The Housing Department representatives will complete a unit condition report that confirms the condition of the property. The report must be reviewed and signed off by both the Housing Department representative and the Tenant(s). Photos to be included. A copy of the report will be provided to the Tenant.

5.12.3 Move-Out Inspection

- i. A move-out inspection will be completed by the Housing Department representative and Tenant on the day the Tenant ceases to occupy the rental unit or on another mutually agreed day – as soon after move-out as possible.
- ii. The Housing Department representative must complete a unit condition inspection report. Both the Housing Department and Tenant or witness must sign the unit condition inspection report and the Housing Department must give the Tenant a copy of the report.
- iii. The Housing Department representative shall make the inspection and complete and sign the condition inspection report without the Tenant if the Housing Department has provided notice as required above and the Tenant does not participate, or the Tenant has abandoned the rental unit or has been evicted. The Housing Department must be accompanied by a witness, who will be a member of the Housing Committee or other Band staff member when a member of the Housing Committee is unavailable.
- iv. Any repairs required to the unit resulting from damage by the Tenant(s) or their guests shall be confirmed in writing to the Tenant(s) and cost recovery will be pursued by the Housing Department. **Tenants will not be billed for regular wear and tear.** Photos to be included. A copy of the report will be provided to the Tenant.

5.13 Death of Tenant

A Tenant of a Rental Unit does not own the house and cannot bequeath it to anyone upon his/her death.

In the event of a Rental Unit Tenant's death, the Tenant's estate shall be responsible for any unpaid Rent or Arrears, including the Rent for the month in which the Tenant died. However, if the deceased Tenant's estate is insufficient to cover the full amount of the outstanding debt, there shall be no residual obligation.

In the event of a Rental Unit Tenant's death, the Housing Committee may assign the Tenancy Agreement to the deceased's next of kin, provided the next of kin is a Band Member; is eligible to enter into a Tenancy Agreement; and is willing to enter into a Tenancy Agreement for the Rental Unit. The next of kin must enter into a Tenancy Agreement prior to occupying the Unit.

The following next of kin take priority in the order listed of the deceased Tenant;

- (a) surviving spouse;
- (b) legal guardians of children under the age of (18);
- (c) children of the deceased Tenant who are over eighteen (18) years of age and have dependents;
- (d) parents of the deceased Tenant; and
- (e) siblings of the deceased Tenant.

If the next of kin who takes priority is a Spouse who is not a Member, but where his or her minor child (or children) is a Band Member, the Non-member Spouse may continue to occupy the Rental Unit with the Band Member child (or children).

If the next of kin who takes priority is a Spouse who is not a Member, and there are no minor children (or children are not Band Members), the non-member spouse will be allowed to continue to occupy the rental unit for up to six months, after which they will be required to vacate the unit.

If the deceased Tenant has no eligible next of kin, as set out in the priority list above, the Housing Department will wait ten (10) days before consulting with family members regarding any personal belongings left in the Rental Unit by the deceased Tenant. After the ten (10) day period, the family, or executor(rix) or administrator will be required to make the necessary arrangements to have access to the Rental Unit to remove all personal belongings within another ten (10) days.

If no next of kin require the Rental Unit, the Rental Unit shall be re-allocated in accordance with this Policy.

5.14 Marital Breakdown

If there is a marital breakdown in the context of a Tenancy Agreement with a Rental Unit, the determination of which party will retain possession of the Rental Unit will be made in accordance with this Policy.

5.14.1 General

Occupants with a Tenancy Agreement who are Spouses, as defined in this Policy, and who are both Band Members, are considered to be Joint Tenants with equal rights to use and occupy the Rental Unit. If one Spouse is a Non-member, only the Band Member Spouse is the Tenant.

Spouses must notify TFN in writing that they have formerly separated and that they no longer wish to live together. Upon receiving this notification, TFN will implement the clauses in part 5.16 of this Policy.

In all cases, TFN will defer to any agreement Joint Tenants may make as to which of them will retain possession of the Rental Unit, so long as such agreement is consistent with this Policy. The Joint Tenants must submit their written agreement to the Housing Committee, through the Housing Department, for review. If the agreement is consistent with this Policy, the Housing Committee will decide to which Joint Tenant will retain possession of the Rental Unit.

If there are children of the relationship who are Band Members, and custody is in dispute, the Housing Department will register the Rental Unit in the names of the Band Member children until such time as a custody agreement is made, or the dispute is formally resolved.

5.14.2 Marital Breakdown: Joint Tenants with no children

If Joint Tenants separate and are unable to agree within 30 days of the separation as to which Joint Tenant will retain possession of the Rental Unit, each individual Joint Tenant will submit a new Housing Application (Appendix 2) to the Housing Department.

The Housing Manager will review and score the applications in accordance with section 5.2 of this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and assign the Unit to the Joint Tenant with the highest score provided that Joint Tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the rental obligations on his/her own.

5.14.3 Marital Breakdown: Joint Tenants with children

If the Joint Tenants have children, the Joint Tenant who has primary care of the children will retain possession of the Rental Unit.

If custody of the children is equally split between the Joint Tenants, the Housing Committee will meet with both parents and attempt to negotiate a resolution agreeable to the parties. If the parties cannot agree, each individual Joint Tenant will submit a new Housing Application (Appendix 2) to the Housing Department. The Housing Manager will review and score the applications in accordance with section 5.2 of this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and assign the Unit to the Joint Tenant with the highest score provided that Joint Tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the rental obligations on his/her own.

5.14.4 Marital Breakdown: Non-member Spouse with children

If a Tenant and his/her Non-member Spouse separate and there are children of the relationship, the following rules apply:

If the Tenant has primary care of the children, regardless of whether the children are Band Members, the Tenant will retain possession of the Rental Unit.

If the Non-member Spouse has primary care of the children, but the children are not Band Members, the Tenant will retain possession of the Rental Unit.

If the Non-member Spouse has primary care of the children, and the children are Band Members, the Non-member Spouse will retain possession of the Rental Unit on behalf of the children until they reach the age of 18, or until the Non-member Spouse no longer has primary care of the children. The Non-member Spouse will enter into a Tenancy Agreement with TFN as legal guardian on behalf of the children.

5.15 Eviction

Any Occupant who chooses not to enter into or renew a Tenancy Agreement with TFN will be evicted. The TFN reserves the right to evict Tenants/Occupant(s) from Units in certain circumstances.

Recommendations to evict a Tenant will be forwarded by the Housing Department to the Housing Committee for final decision.

Any person(s) occupying a Unit without the permission of the Housing Department may be evicted immediately and without notice. In addition, the Band reserves the right to evict any non-Band member Occupant of a Unit if, in the opinion of the Housing Committee and Council, an eviction is in the best interest of the Band.

Tenants/Occupant(s) may face eviction for:

- (a) breaching a term of this Policy and/or a Tenancy Agreement;
- (b) repeatedly causing a nuisance or public disturbance;
- (c) failing to pay rent (rental arrears); and/or
- (d) abandoning a Unit.

5.15.1 Breach of the Policy and/or a Tenancy Agreement

Tenants in a Unit may face eviction for breaching a term of this Policy and/or a term of a Tenancy Agreement. In most situations involving such breaches, Tenants will receive notice and be provided with the opportunity to correct the breach. Prior to evicting Tenants, the Housing Department may provide the Tenants with the opportunity to attend counselling to explain and reinforce the consequences of failure to resolve the breach of the Policy and/or a Tenancy Agreement to the Tenants. If attempts to resolve the breach fail and Tenants receive three notices for failing to comply with the Policy and/or the Tenancy Agreement within one (1) year, the Housing Department will issue a notice of eviction for approval of the Housing Committee. The Housing Committee will review the recommendation for eviction and evict the Tenants of the Unit ("eviction action").

With some specific exceptions listed below, eviction action is a last resort where the Tenants/Occupant(s) have failed to resolve the breach of the Policy and/or a Tenancy Agreement.

Tenants/Occupants in a Unit may be evicted immediately and without notice and counselling for the following reasons:

1. making false declarations on a Housing Application that results in a housing allocation;
2. convicted of trafficking narcotics or carrying out other illegal business activities in or from a Band Unit;
3. Extraordinary Willful Damage (\$4,000); and
4. Neglect.

5.15.2 Repeatedly Causing a Nuisance or Public Disturbance

If in the opinion of the Housing Committee Tenants/Occupants of a Rental Unit are causing a nuisance or an on-going disturbance, the following steps will be taken:

1. First Written warning;
2. Second Written warning;
3. Eviction.

Occupants will return to good standing in terms of the Housing Policy provided they do not receive additional warnings for at least one (1) year.

5.15.3 Rental Arrears

A Tenant may be subject to eviction for falling into rental arrears. Where the reason for eviction is rental arrears, the Tenant will also be advised that to qualify for housing in future, the rental arrears must be paid in full. The policy and procedure with respect to rental arrears is outlined in section 5.7 of this Policy.

5.15.4 Abandoned

The Rental Unit is deemed to be abandoned if the Tenant no longer resides in the Rental Unit or has been absent from the Rental Unit for 30 or more consecutive days without the Landlord's prior written consent and the Rent; and/or utility payments are unpaid for 30 days or more and the Tenant has not communicated with the Landlord regarding the rental arrears. If a Unit is thought to be abandoned, the Housing Department will provide the Tenant with a written notice asking them to confirm their residency, and the Tenant will have 15 days to respond to the notice. In such cases where no response has been received, the house will be re-allocated by the Housing Committee based on the selection criteria and housing waiting list. Any arrears and damages shall be the responsibility of the Tenant. All Tenants are required to notify Housing in writing, 30 days prior to moving. If a Tenant moves out of a Unit without informing the Housing Department, the Unit will be deemed abandoned and re-allocated by the Housing Committee.

5.16 Vacating the Unit

If the Tenant(s)/Occupant(s) does not vacate the Unit when required to do so under the terms of this Policy or a Tenancy Agreement, the Housing Department may obtain the services of the Police to assist in removing the Tenant(s)/Occupant(s).

Should Tenant(s)/Occupant(s) leave belongings after the Unit has been secured, they will be required to contact the Housing Department to enter the Unit to remove them. Tenant(s)/Occupant(s) will have seven (7) days after the Unit has been secured up to remove all belongings, after which the Housing Department will discard them.

6.0 RENT-TO-OWN HOMES

Background and Purpose of – Rent to Own Home Policy

The rent to own housing program provides accommodation in single detached homes for TFN members who have signed a rent to own agreement for the home with the TFN. The rent to own option is intended to assist eligible TFN members who are not in a position to purchase or build their own home but can reasonably be expected to assume full responsibility for cost and upkeep of the home by the end of the agreement period.

TFN constructs these houses through Canada Mortgage & Housing Corporation's (CMHC) section 95 housing program where the Band and CMHC partner to secure a mortgage for the construction of the home. Indigenous Services Canada (ISC) provides a ministerial loan guarantee for loan security. The Band enters into an operating agreement with CMHC where CMHC provides the Band with a monthly subsidy to assist with mortgage repayment and on-going operating costs until the mortgage is paid in full. The Band is responsible to make monthly payments to repay the loan. In the future, TFN may build rent to own homes from alternative financing sources.

The Band member occupies the home as a tenant and pays the rent to help cover the ongoing unit operating costs. In addition to subsidized rent, members will be provided with maintenance and replacement cost insurance coverage at no additional cost for the duration of the rent-to-own agreement. This subsidized rent does not reflect the actual cost of the Rent-to-Own unit. There is not equity built up during the life of the mortgage. The tenant gets equity at the end of the mortgage when the mortgage is paid in full.

At the end of the rent to own agreement period, if the tenant has met the terms and conditions of the agreement, the TFN Council will issue a Certificate of Possession to the tenant and transfer ownership for the home to the tenant.

This policy applies to all TFN rent to own homes located within the TFN reserve lands. Chief and Council have approved this policy to guide the delivery and administration of the rent to own housing program.

6.1 Rent-to-Own Agreement (Appendix 14)

The Tenant(s) is responsible for complying with all terms of the Rent-to-Own Agreement and this Policy. The Rent-to-Own Agreement has been developed to protect the rent-to-own unit, the Tenant and TFN. The Rent-to-Own Agreement sets out the obligations and rights of the Tenant and of TFN as landlord.

In the Rent-to-Own Agreement provided that a Tenant has made all the rent payments the mortgage is paid out and the Tenant has complied with all obligations under the Rent to Own Agreement the Tenant will have the option to purchase the home for a nominal fee in accordance with the procedures in this Policy and the Rent-to Own Agreement. A breach of a Rent to Own Agreement, such as non-payment of the rent, may result in termination of the agreement, eliminating the option to purchase.

Prior to entering into a Rent-to-Own Agreement, the Housing Department will complete an in-person meeting with the Tenant to explain all aspects of the Rent-to-Own Agreement, including rules

imposed on Tenants, charges payable by Tenants and consequences for breaching the Rent-to-Own Agreement and/or this Policy.

The Tenant and the Housing Department will sign the Rent-to-Own Agreement prior to the Tenant occupying the Rent-to-Own Home. The original copy of the Rent-to-Own Agreement will be kept by the Housing Department, and a copy will be provided to the Tenant.

The Rent-to-Own Agreement will be renewed each year in accordance with its terms to reflect any policy updates, list Tenants, contact information or Rent changes.

6.2 Rent-to-Own Housing Application Requirements

The following requirements must be met by applicants who wish to be considered for Rent-to-Own housing. If any of these requirements are not met, the Housing Department will not forward the application to the Housing Committee for consideration. Given the size of the waiting list for housing, existing Tenants will not be eligible for a new allocation unless there is evidence of overcrowding in the Unit.

Housing Application Form (Appendix 2)

A first step is for members to complete a Housing Application form and to submit the completed form to the Housing Department. Applicants are submitted when there is vacancy or a new unit available. Applicants are responsible for updating the application on file with Housing Department. The Housing Manager will provide updates to the Housing Committee and inform the applicant they are on the list.

Applicant Eligibility Requirement.

Rent-to-Own housing is only available to qualified Band members. The Housing Committee will consider the following requirements when assessing an application for a Rent to Own Home.

Age Requirement

To apply to rent a Rent-to-Own Unit, a Band Member must be at least eighteen (18) years of age, with the exception of a sixteen (16) or seventeen (17) year old Band Member who can demonstrate that he or she has withdrawn from parental control.

Income Requirement

Applicants must provide evidence of sufficient income to support rental payments (pay stubs, training allowance, or evidence of other steady income). Applicants who are in arrears with TFN will not be considered for housing until the arrears are paid in full. **Social Assistance applicants are not eligible for Rent-to-Own housing at the time of application.**

Family Composition

Existing Tenant(s) may become eligible to apply for a new allocation based on overcrowding. Overcrowding refers to a situation where children are living in circumstances that no longer meet the Canadian National Occupancy Standards. In these instances, applications must indicate family composition by providing list of family members

If at any time after allocations have been awarded, and situations have changed within the family make-up, the Housing Committee reserves the right to terminate the Rent-to-Own Agreement with 30 days' notice. This will be determined on a case-by-case basis.

Rental History

If a Tenant was evicted from a Rental Unit in the community, he or she will not be eligible to apply for a Rent to Own Home for a period of twelve (12) months from the date of the eviction.

6.3 Selection Criteria for Rent-to-Own Units

Applications that meet the basic eligibility requirements outlined above are assigned a score according to a selection criteria point-rating guide and relative merit.

A completed application must include sufficient information to ensure that the Housing Department can apply the point-rating guide and assign an application a score. The point-rating guide assesses household size, present living conditions, references and financial circumstances.

To avoid conflicts of interest and to keep the selection process fair, an anonymous scoring process will be used whereby the Housing Department will score the application and assign a random number to identify the name of the applicant. Only the scores and random identification number will be forwarded to the Housing Committee for review. The names of the applicants will not be revealed until applicants are selected.

TFN does not have sufficient funding in any one year to provide housing to all applicants. Therefore, the point-rating system will be used to assess housing priorities in any particular budget year.

6.4 Rental Rates

TFN Chief and Council sets the rent for Rent-to-Own Units based on the rental scales from the CMHC operating agreement.

Rents will be reviewed annually with 90 days' written notice to Tenants of any increase.

6.5 Payment of Rent

Pursuant to the Rent to Own Agreement and this Policy, all Tenants are required to pay rent in the amount agreed upon and on time. Rental payments will be used to protect the community's investment in its Housing Stock and to maximize housing resources.

Tenants who are TFN employees can have their rent deducted from their income and forwarded to the Housing Department.

6.6 Rent Arrears

The procedures set out in section 5.6 of this Policy apply when a rent payment is missed. The non-payment of rent is a breach of the Rent to Own Agreement and may result in termination of the agreement and the option to purchase. Should a Tenant have concerns with their ability to pay rent on time and in the amount required, it is highly recommended that the Tenant's be proactive and schedule a meeting with the Housing Manager to discuss their options before a potential breach of the agreement occurs.

6.7 General Duties and Responsibilities of Occupants/Tenants

All individuals who live in a Rent-to-Own Unit have certain responsibilities which must be adhered to for them to continue occupying the Unit. In general, all individuals must comply with TFN Laws, Bylaws and Policies, including the terms of this Policy. In addition, all individuals who have signed an agreement with the TFN, including a Rent-to-Own Agreement, must comply with the terms of that

agreement. It is the responsibility of all members living in a Rent-to-Own Units to become familiar with all their responsibilities and obligations.

Occupants of Rent-to-Own Units who have not signed a Rent-to-Own Agreement must enter into and sign a Rent-to-Own Agreement to indicate that they have read, understood and agree to be bound by the Policy. Occupants who refuse to enter into a Rent-to-Own Agreement will face eviction.

The following is a non-exhaustive list of some of key responsibilities of Tenants with respect to Rent-to-Own Units:

- i. attend the Basic Home Maintenance Workshop prior to moving into a Unit, if available;
- ii. keep Units in good, clean and sanitary condition, including yards. Tenants shall be responsible for damage to the Unit;
- iii. keep Units and surrounding areas clean and free of garbage, junk cars and scrap. Tenants who do not meet this responsibility will be issued a "Violation Notice" (Appendix 10) to remove any garbage, junk cars and scrap, after which the Housing Department will remove the items at the Tenant's expense;
- iv. immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any part of the Unit which requires repair, regardless of who is responsible for repairs;
- v. perform general upkeep on homes and prevent damage from occurring;
- vi. respect the rights and privacy of neighbours;
- vii. contact and obtain permission from the Housing Department before commencing with any major repairs, renovations or improvements as set out according to the terms of this Policy and any agreement between the Tenant and the Band;
- viii. notify the Housing Department prior to building a fence or digging in a yard. This is to ensure that underground utility lines are not disturbed;
- ix. ensure that all utilities and other services are in a Tenant's name (or other individual's name if another individual has agreed to be held responsible for the utilities of the Tenant), so as to ensure that utility and other companies do not forward bill(s) to the Band;
- x. carry insurance to cover personal property in the Unit. Should disaster strike, TFN, including the TFN Housing Department, will not be responsible for the loss of any personal property;
- xi. indemnify and save harmless TFN from all liabilities, fines, suits and claims of any kind or which the Housing Department may be liable or suffer by reason of the Tenant's occupancy of the premises;
- xii. refrain from making any improvements or alterations to a Unit, which may render void or voidable any policy of insurance held by TFN generally and/or the TFN Housing Department specifically; and
- xiii. immediately notify the Housing Department when planning to vacate or leave a Unit for more than 10 days.

Tenants must not:

- i. assign or sub-let a Unit;

- ii. cultivate or smoke cannabis from a band administered home (Tenants can cultivate cannabis **outside** the unit subject to Provincial / Federal Laws);
- iii. sell, transfer or otherwise dispose of any appliances, or other equipment without the direct approval by the Housing Department, unless appliances are owned by the Tenant;
- iv. use the Unit or allow the Unit to be used for any purpose other than a residential dwelling for the authorized Tenant(s) of the Unit unless other arrangements have been made through the Housing Department in writing.

In addition to the above responsibilities, which apply to all Tenants of all Units, members who are Tenants of a Rent-to-Own Unit must also:

- i. sign an updated Rent-to-Own Agreement before March 31st of each year. Only tenants **not** in arrears are permitted to sign a new Rent-to-Own Agreement. If a tenant has not paid off arrears by March 31st, they shall be evicted. The exception to this policy is if the tenant has signed a rental recovery agreement.
- ii. ensure that visitors and occupants also comply with all terms of the Rent-to-Own Agreement and this Policy; and
- iii. pay rent regularly and on time, as per the terms of the Rent-to-Own Agreement and this Policy.

6.8 Maintenance

The Housing Department is responsible for carrying out major repairs to Rent-to-Own Units until the terms of the Rent-to-Own Agreement have been met. The Housing Department shall repair units in a timely manner subject to availability of material and contactors. All Health & Safety items will be acted on immediately. These responsibilities include replacing fixtures and appliances, as well as repairs arising from normal wear and tear. Major repairs and replacements are generally defined as including:

- i. roof repairs,
- ii. plumbing repairs,
- iii. hot water tank replacement,
- iv. electrical work,
- v. repairing Band-owned appliances (as long as they have not been damaged or overloaded),
- vi. replacing broken windows (as long as they have not been damaged by the Occupant(s)),
- vii. repairing driveways,
- viii. repairing floors, doors and cupboards as needed.

Tenants are responsible for reporting all required repairs to the Housing Department in writing. The Housing Department will keep a record of all repair requests and issue work orders for approved repairs. A record of all major repairs carried out for a Unit including the reason for the repairs, a list of repaired items and the costs of the repairs will be kept with the Housing Department.

Tenants will be charged for the costs of the repairs when repairs are carried out to fix willful damage or damage caused by negligence. Tenants will be required to make arrangements for payment within 30 days of the repair or must enter into a repayment plan.

When the Housing Department performs maintenance duties, it is the responsibility of the Tenants(s) to ensure that the area where maintenance is being done is freely accessible (no obstructions). If

occupant fails to make the area accessible, maintenance will be deferred, unless deferral would cause a health and safety hazard.

Once the terms of the Rent-to-Own Agreement have been satisfied by the Tenant and the Unit has been transferred to the Tenant as described in section 6.13 of this Policy, the Housing Department will no longer be responsible for any major or minor repairs to the Unit. All repairs, major and minor, will become the sole responsibility of the Homeowner.

6.9 Insurance

TFN will provide basic insurance coverage for all Band Administered Homes through TFN's insurance policy. Such insurance will include replacement cost (fire) in the amounts specified in the insurance policy, subject to any exclusions or limitations listed therein, as amended from time to time.

TFN will pay all insurance premiums and deductibles for the insurance coverage for TFN housing stock that is rental.

Tenants are responsible for their own content insurance. TFN shall not be responsible for loss of personal property if the tenant does not purchase content insurance.

6.10 Fires

After a fire has been reported, the Housing Department shall ensure that there is a full investigation and that the following information is documented and retained:

- vi. Occupants of the Unit;
- vii. location of the Unit;
- viii. how the fire was started;
- ix. report of injuries or fatalities; and
- x. extent of damage to the house.

The Housing Department shall also:

- iii. report to authorities, as required; and
- iv. file an official Fire Report.

Accidental fires affecting Rent-to-Own Units insured under the TFN's insurance policy, are covered and the deductible will be paid by TFN.

If, in the opinion of the Fire Inspector, the fire was caused by willful negligence or illegal activities by the Tenant, Occupant or invitees then the house will be re-built for new Applicants. The Tenants will be evicted and go to the bottom of the Housing list or wait for five (5) years before they can re-apply for Band housing.

6.11 Inspections

6.11.1 Regular Inspections

Rental housing units shall be inspected at least once annually. The inspection will be carried out to record the condition of the unit. These inspections will identify the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the Tenant. Refer to Appendix 3 for a copy of the Home Inspection form.

Units are also subject to inspection by the Housing Department if the Housing Department has reasonable grounds for believing that the Tenant(s)/Occupant(s) are in breach of a term of an Agreement with TFN, including a Tenancy Agreement, or this Policy. In such cases, the Housing Department will provide reasonable notice (24 Hours) that the inspection will take place. The Housing Department representative(s) and the Tenant are required to be present for the inspection. If the Tenant is not available, Housing Department representatives shall conduct inspection and shall provide photographs and sign the report. A copy of the report will be provided to the Tenant.

6.11.2 Move-In Inspection

- i. A move-in inspection will be completed on the day the Tenant is entitled to take possession of the unit or on another mutually agreed upon day – prior to moving in.
- ii. The move-in inspection will be completed jointly by the Tenant and a representative of the Housing Department. The Tenant(s) MUST be present during the inspection.
- iii. The Housing Department representative will complete a unit condition report that confirms the condition of the property. The report must be reviewed and signed off by both the Housing Department representative and the Tenant(s). Photos to be included. A copy of the report will be provided to the Tenant.

6.11.3 Move-Out Inspection

- i. A move-out inspection will be completed by the Housing Department representative and Tenant on the day the Tenant ceases to occupy the rental unit or on another mutually agreed day – as soon after move-out as possible.
- ii. The Housing Department representative must complete a unit condition inspection report. Both the Housing Department and Tenant or witness must sign the unit condition inspection report and the Housing Department must give the Tenant a copy of the report.
- iii. The Housing Department representative shall make the inspection and complete and sign the condition inspection report without the Tenant if the Housing Department has provided notice as required above and the Tenant does not participate, or the Tenant has abandoned the Rent-to-Own Unit or has been evicted. The Housing Department must be accompanied by a witness, who will be a member of the Housing Committee or other Band staff member when a member of the Housing Committee is unavailable.
- iv. Any repairs required to the unit resulting from damage by the Tenant(s) or their guests shall be confirmed in writing to the Tenant(s) and cost recovery will be pursued by the Housing Department. **Tenants will not be billed for regular wear and tear.** Photos to be included. A copy of the report will be provided to the Tenant.

6.12 Transfer of Ownership of Rent-to-Own Unit

TFN retains title to all Rent-to-Own Homes until the terms of a Rent-to-Own Agreement have been satisfied for the house. Provided that the Tenant has met all obligations in the Rent to Own Agreement without assistance from the First Nation, the Purchase Price will be deemed to have been paid in full and the Tenant will become eligible to exercise the option to apply to transfer the home into his/her name provided the Tenant:

- (a) is a TFN Member;

- (b) has no Arrears;
- (c) is not in breach of their Rent-to-Own Agreement and/or this Policy; and
- (d) Understands and agrees to assume all the rights and responsibilities of homeownership including maintenance, repairs & fire insurance.

The Housing Department will notify an eligible Tenant and the Housing Committee, in writing when the Finance Department verifies that the mortgage has been discharged and all financial obligations in the Rent to Own Agreement have been satisfied. The Tenant may then apply to the TFN Council for a transfer of the home. The application must include a copy of the Tenant’s statement from the Finance Department showing a zero balance and one (1) dollar payment. The TFN Council will then transfer ownership of the Rent-to-Own Home to the Tenant.

Once ownership of the Rent-to-Own Home is transferred to a Tenant, the TFN Council will issue a Certificate of Possession to the Tenant who will become a Homeowner and the home will no longer be a Band Administered Home. The Homeowner will assume all the rights and responsibilities of homeownership, including maintenance, repairs, and fire insurance.

6.13 Re-allocation of Rent-To-Own Homes Still Under Mortgage

TFN retains the ownership to all Rent-to-Own Homes until the mortgage for the house is discharged in accordance with the terms of the Rent-to-Own Agreement and all payments obligations in the Rent to Own Agreement are met.

If a Rent-to-Own Home is returned, abandoned or confiscated during the term of the tenancy and before the mortgage has been discharged, the Housing Department will resume possession of the Rent-to-Own Home. TFN will re-allocate the Rent-to-Own Home to the next qualified applicant on the Waiting List in accordance with this Policy and may offer the new Tenant the option to purchase the Rent-to-Own Home through a new Rent-to-Own Agreement.

To be eligible to be assigned a Rent-to-Own, the new Tenant must:

- (a) meet all the eligibility criteria for a Rent-to-Own Agreement as set out in Sections 6.1 to 6.3 of this Policy; and
- (b) agree to pay Rent, without assistance from TFN or any social assistance program, for the minimum range of years stipulated in the table below, depending on the age of the Rent-to-Own Home at the time of re-allocation.

Age of Home when Tenant Began Occupation of the Unit (based on anniversary date of the mortgage)	Years of Payment Required
0 – 15	Until the end of the mortgage
15 + Years	10 years

Should Tenants transfer homes to their children, the children will receive credit for the years that their parents paid into the Rent-to-Own Agreement.

6.14 Death of Tenant

If a Tenant of a Rent-to-Own Home dies during the term of the tenancy and before the financial obligations of the Rent to Own Agreement are met, and the deceased Tenant has left a will bequeathing the Rent-to-Own Home to a named beneficiary, the beneficiary may apply to the Housing Committee to acquire the house in accordance with this Policy.

If the deceased Tenant maintained a life insurance policy naming TFN as the beneficiary of the policy, the Housing Department will take whatever steps are necessary to ensure that the proceeds from the life insurance policy are used to pay out any outstanding mortgage/Rent-to-Own Agreement amount, arrears or other debts attached to the Rent-to-Own Home, and any proceeds remaining after all the debts are satisfied shall be distributed to the Tenant's estate. The Housing Committee will then transfer the ownership for the Rent-to-Own Home to the Tenant's heir in accordance with the Tenant's wishes, provided that the heir is eligible to be allotted a Rent-to-own in accordance with this Policy. If the deceased Tenant had not purchased life insurance, or the life insurance lapsed, is insufficient to pay off the outstanding debts associated with the Rent-to-Own Home, or is otherwise invalid, and the Tenant's estate does not have sufficient capital upon liquidation of the Tenant's assets to pay off the outstanding mortgage amount, the Tenant's arrears or other debt related to the Rent-to-Own Home, the Tenant's heir may still acquire the Rent-to-Own Home through Housing Committee assigning the Rent-to-Own Agreement to the heir, provided that the heir meets the eligibility criteria for a Tenant of a Rent-to-Own Home, as set out in section 6.2, and all obligations in respect of the outstanding mortgage/Rent-to-Own Agreement will be transferred to the heir as the new Tenant of the Rent-to-Own Home.

If Tenant of a Rent-to-Own Home dies intestate (without a will), ISC will appoint an executor who may assign the Rent-to-Own Agreement to the deceased's next of kin in accordance with the priority rules set out above in respect of Rental Units, provided that the next of kin is a Band Member and meets the eligibility requirements to enter into a Rent-to-Own Agreement as set out in section 6.2.

If a deceased Tenant's heir is unwilling or ineligible to assume the responsibilities of the Rent-to-Own Agreement, the Rent-to-Own Home shall be re-allocated in accordance with this Policy.

If a Tenant of a Rent-to-Own Home dies after the mortgage has been discharged, but before exercising the option to purchase, and there are no arrears or other debts attached to the Rent-to-Own Home, or the Tenant's estate is sufficient upon liquidation to satisfy such debts, the TFN Council will transfer the ownership of the Rent-to-Own Home to the beneficiary named in the deceased Tenant's Will, or if there is no Will, ISC shall appoint an executor who may assign Rent-to-Own to next of kin. In such cases the beneficiary must be able to meet the criteria as outlined in Section 6.2 of this Policy.

6.15 Marital Breakdown

If there is a marital breakdown in the context of a Rent-to-Own Agreement, the determination of which party will retain possession of the Rent-to-Own Home will be made in accordance with the following sections of this Policy.

6.15.1 General

Occupants with a Rent-to-Own Agreement who are Spouses, as defined in this Policy, and who are both Band Members, are considered to be Joint Tenants with equal rights to use and occupy the Rent-to-Own Home. If one Spouse is a Non-member, only the Band Member Spouse is a Tenant.

Spouses must notify TFN in writing that they have formerly separated and that they are no longer wish to live together. Upon receiving this notification, TFN will implement sections 6.15 of this Policy for Rent-to-Own homes as it pertains to Marital Breakdown.

In all cases, TFN will defer to any agreement Joint Tenants may make as to which of them will retain possession of the Rent-to-Own Home, so long as such agreement is consistent with this Policy. The Joint Tenants must submit their written agreement to the Housing Committee for review. If the agreement is consistent with this Policy, the Housing Committee will decide to which Joint Tenant will retain possession of the Rent-to-Own Home.

If there are children of the relationship who are Band Members, and custody is in dispute, the Housing Department will register the Rent-to-Own Home in the names of the Band Member children until such time as a custody agreement is made, or the dispute is formally resolved.

6.15.2 Marital Breakdown: Joint Tenants with no children

If Joint Tenants separate and are unable to agree within 30 days of the separation as to which Joint Tenant will retain possession of the Rent-to-Own Home, each individual Joint Tenant will submit a new Housing Application (Appendix 2) to the Housing Department.

The Housing Manager will review and score the applications in accordance with section 6.3 of this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and assign the Joint Tenant with the highest score the possession of the Rent-to-Own Home, provided that Joint Tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the mortgage obligations on his/her own.

6.15.3 Marital Breakdown: Joint Tenants with children

If the Joint Tenants have children, the Joint Tenant who has primary care of the children will retain possession of the Rent-to-Own House.

If custody of the children is equally split between the Joint Tenants, the Housing Committee will meet with both parents and attempt to negotiate a resolution agreeable to the parties. If the parties cannot agree, each individual Joint Tenant will submit a new Housing Application (Appendix 2) to the Housing Department. The Housing Manager will review and score the applications in accordance with section 6.3 of this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and assign the Rent-to-Own Home to the Joint Tenant with the highest score provided that the Joint Tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the rental obligations on his/her own.

6.15.4 Marital Breakdown: Non-member Spouse with children

If a Tenant and his/her Non-member Spouse separate and there are children of the relationship, the following rules apply:

If the Tenant has primary care of the children, regardless of whether the children are Band Members, the Tenant will retain possession of the Rent-to-Own Home.

If the Non-member Spouse has primary care of the children, and the children are Band Members, the Non-member Spouse will retain possession of the Rent-to-Own Home on behalf of the children until they reach the age of 18, or until the Non-member Spouse no longer has primary care of the children.

The Non-member Spouse will enter into a Rent-to-Own Agreement with TFN as legal guardian on behalf of the children.

If the house is a Rent-to-Own Home, the Tenant or Non-member Spouse who retains possession of the Rent-to-Own Home must be able to meet the mortgage obligations on his/her own to be permitted to retain possession.

Where a Non-member Spouse retains possession of a Rent-to-Own Home on behalf of Band Member children, the Rent-to-Own Agreement will stipulate that the Non-member Spouse is responsible to pay the mortgage on behalf of the Band Member children, but only the Band Member children will be eligible to exercise the option to purchase the Rent-to-Own Home at the end of the mortgage/Rent-to-Own Agreement, provided that they meet the eligibility requirements for a Rent-to-Own Home upon coming of age.

6.16 Eviction

Any Occupant who chooses not to enter into or renew a Rent-to-Own Agreement with TFN will be evicted.

The TFN reserves the right to evict Tenants/Occupant(s) from Units in certain circumstances. Recommendations to evict a Tenant will be forwarded by the Housing Department to the Housing Committee for final decision.

Any person(s) occupying a Unit without the permission of the Housing Department may be evicted immediately and without notice. In addition, the Band reserves the right to evict any non-Band member Occupant of a Unit if, in the opinion of the Housing Committee and Council, an eviction is in the best interest of the Band.

Tenants/Occupant(s) may face eviction for:

- (a) breaching a term of this Policy and/or a Rent-to-Own Agreement;
- (b) repeatedly causing a nuisance or public disturbance;
- (c) failing to pay rent (rental arrears); and/or
- (d) abandoning a Unit.

6.16.1 Breach of the Policy and/or a Rent-to-Own Agreement

Tenants in a Unit may face eviction for breaching a term of this Policy and/or a term of a Rent-to-Own Agreement. In most situations involving such breaches, Tenants will receive notice and be provided with the opportunity to correct the breach. Prior to evicting Tenants, the Housing Department may provide the Tenants with the opportunity to attend counselling to explain and reinforce the consequences of failure to resolve the breach of the Policy and/or a Rent-to-Own Agreement to the Tenants. If attempts to resolve the breach fail and Tenants receive three notices for failing to comply with the Policy and/or the Rent-to-Own Agreement within one (1) year, the Housing Department will issue a notice of eviction for approval of the Housing Committee. The Housing Committee will review the recommendation for eviction and evict the Tenants of the Unit ("eviction action").

With some specific exceptions listed below, eviction action is considered to be a last resort where the Tenants/Occupant(s) have failed to resolve the breach of the Policy and/or a Rent-to-Own Agreement in a reasonable time.

Tenants/Occupants in a Unit may be evicted immediately and without notice and counselling for the following reasons:

1. making false declarations on a Housing Application that results in a housing allocation;
2. convicted of trafficking narcotics or carrying out other illegal business activities in or from a Band Unit;
3. Extraordinary Wilful Damage (\$4,000); and
4. Neglect.

6.16.2 Repeatedly Causing a Nuisance or Public Disturbance

If in the opinion of the Housing Committee Tenants/Occupants of a Rent-to-Own unit are causing a nuisance or an on-going disturbance, the following steps will be taken:

1. First Written warning;
2. Second Written warning;
3. Eviction.

Occupants will return to good standing in terms of the Housing Policy provided they do not receive additional warnings for at least one (1) year.

6.16.3 Rental Arrears

A Tenant may be subject to eviction for falling into rental arrears. Where the reason for eviction is rental arrears, the Tenant will also be advised that to qualify for housing in the future, the rental arrears must be paid in full. The policy and procedure with respect to rental arrears is outlined below in section 6.6 of this Policy.

6.16.4 Abandoned Unit

Tenants who have abandoned a Unit will be considered to have been evicted from the Unit. A Unit is deemed abandoned when the following occurs:

- The primary Tenant no longer resides in the Unit for a period of 30 days without approval; and
- Rental and/or utility payments for the Unit are in arrears for 30 days.

If a Unit is thought to be abandoned, the Housing Department will provide the Tenant with a written notice asking them to confirm their residency, and the Tenant will have 15 days to respond to the notice. In such cases where no response has been received, the house will be re-allocated by the Housing Committee based on the selection criteria and housing waiting list. Any arrears and damages shall be the responsibility of the tenant.

All Tenants are required to notify Housing in writing, 30 days prior to moving. If a Tenant moves out of a Unit without informing the Housing Department, the Unit will be deemed abandoned and re-allocated by the Housing Committee.

6.18 Vacating the Unit

If the Tenant(s)/Occupant(s) does not vacate the Unit when required to do so under the terms of this Policy or a Rent-to-Own Agreement, the Housing Department may obtain the assistance of the Police to assist in removing the Tenant(s)/Occupant(s) or may seek a judgment in court removing the Tenant including a claim for all the FN's associated legal costs

Should Tenant(s)/Occupant(s) leave belongings after the Unit has been secured, they will be required to contact the Housing Department to enter the Unit to remove them. Tenant(s)/Occupant(s) will have seven (7) days after the Unit has been secured up to remove all belongings, after which the Housing Department will discard them.

PART III – PRIVATELY OWNED HOMES

7.0 privately owned homes

Privately Owned Homes are homes that have been either built by a member on land held by certificate of possession and the homeowner has obtained a mortgage to build the home or is a home transferred to a member pursuant to the terms of a Rent to Own Agreement. Tenant has assumed all responsibilities for the home. The care, maintenance and upkeep of a privately-owned home rests entirely on the owner of the home

7.1 General Duties and Responsibilities of Homeowners

All individuals who live in a Privately-Owned Home have certain responsibilities which must be adhered to. In general, all individuals must comply with TFN Laws, Bylaws and Policies, including the terms of this Policy.

The following is a non-exhaustive list of some of the key responsibilities of Homeowners with

- i. carry insurance to cover fire and personal property in the Home. Should disaster strike, TFN, including the TFN Housing Department, will not be responsible for the loss of any personal property;

7.2 Maintenance

Homeowners are responsible for carrying out all major and minor repairs to a Privately-Owned Home, including the replacement of fixtures and appliances, as well as repairs arising from normal wear and tear. The Housing Department is not responsible for any repairs or maintenance of Privately Owned Homes.

7.3 Insurance

Homeowners are responsible for insuring Privately Owned Homes with both fire and content insurance.

TFN is not responsible for any uninsured Privately-Owned Homes.

7.5 Transferring

Members who own a privately-owned home with a certificate of possession will have to comply with the applicable terms of the Indian Act. Purchasers of a privately-owned home who require a mortgage and a Ministerial Guarantee, will be required to meet the requirements in section 11 of this policy. In certain circumstances, a Homeowner may be able to apply to transfer a Home to another Band Member. A private homeowner wishing to transfer a home to another Band Member remains responsible for the Home until such a time as another Band Member enters into an agreement with the Homeowner with respect to the transfer of the Home.

Application & Procedure

Upon receiving a transfer request, the Housing Department shall review the application for completeness and submit the transfer applications to Council for approval. Council will use the following criteria to determine whether the home can be transferred or sold.

Criteria

- (a) home is being transferred to a TFN Member; and
- (b) Understands and agrees to assume all the rights and responsibilities of homeownership including maintenance, repairs & fire insurance.

The Homeowner retains title to the Home until the Privately-Owned Home is transferred, the transferee will become a Homeowner and they will assume all the rights and responsibilities of homeownership including maintenance, repairs, and fire insurance.

7.6 Marital Breakdown

If there is a marital breakdown in the context of a Privately-Owned Home, the determination of which party will retain possession of the Home will be made in accordance with the *Family Homes on Reserves and Matrimonial Interests or Rights Act (2013)*.

7.9 Death of a Homeowner

If there is a death in the context of an owner of a Privately-Owned Home, the determination of ownership of the home will be made in accordance with the members Estate and the *Family Homes on Reserves and Matrimonial Interests or Rights Act (2013)*.

PART IV – RENOVATION PROGRAMS

8.0 RENOVATION PROGRAMS

The following sections detail renovation programs that are available to all types of housing.

8.1 Residential Rehabilitation Assistance Program (RRAP)

Canada Mortgage & Housing Corporation (CMHC) offers funding for repairs and renovations to homes through several of its Residential Rehabilitation Assistance Programs. “RRAP On-Reserve” offers financial assistance to Band Councils and Band Members to repair substandard homes to a minimum level of health and safety and to improve the accessibility of housing for disabled persons. For further details please refer to the CMHC website.

Band Councils or individual homeowners that require repairs to their homes may be eligible to apply for funding. Tenants of Band-Administered Homes may approach the Housing Department for more information on the availability of funding.

Eligibility

Funding may be available to repair or renovate houses that lack basic facilities or need major repair in one or more of the following categories:

- i. Structural
- ii. Electrical
- iii. Plumbing
- iv. Heating or
- v. Fire safety

Assistance may also be available to address a problem with overcrowding. Work carried out prior to approval is not eligible. Dwellings must be a minimum of five years old.

Additional RRAP assistance may be available for a property a minimum of 15 years after the first RRAP loan.

Loans

Maximum assistance/loan amounts for these programs are established by CMHC.

Housing Arrangements

The Housing Department will not organize alternative housing for Tenant(s)/Homeowner(s) while renovations are being carried out. It is up to the Tenant(s)/Homeowner(s) to find a place to stay.

8.2 Home Adaptations for Seniors Independence (HASI)

Canada Mortgage & Housing Corporation (CMHC) offers funding under the HASI program for FN members 65 and over whom:

- i. have difficulty with daily living activities brought on by aging;

- ii. have a total household income that is at or below a specified limit; and
- iii. the unit is their permanent residence.

The funds must be for minor items that meet the needs of the elderly homeowners and assist with mobility that could be, for example:

- i. handrails;
- ii. bathtub grab bars and seats;
- iii. lever handles on doors;
- iv. Please refer to HASI handbook for more detailed repairs.

All adaptations should be permanent and fixed to the dwelling and must improve the accessibility of the housing for seniors. The program is subject to budget availability. Assistance is in the form of a forgivable loan. The loan does not have to be repaid as long as Homeowner agrees to continue to occupy the unit for the loan forgiveness period, which is six (6) months.

Homeowners are to submit a request to the Housing Department and complete the HASI application, which will be forwarded to CMHC for approval.

8.3 Home Improvement Program

Program Objectives

- Provide access to funding that is otherwise unavailable for homes in need of major repairs
- Initiate a revolving loan fund that will benefit more members over time
- Provide local economic stimulus
- Provide the housing department with more flexibility to meet local housing needs
- Prevent the deterioration of homes funded through the First Nation
- Incorporate energy efficiency into all repairs (Green Retro-Fit*)
- Improve the health and safety of residents living in the community
- Support the development of a green economy
- Assist in the reduction of housing waiting lists

**** Retrofits approach an Ener-guide rating of 80 or higher***

Timelines and Funding

- This funding will be offered on a strict “use it or lose it” basis
- Timelines will be given to commit the funds and determine when work is to be completed
- Applicants that are approved under the HIP program must sign the conditional letter, accepting the program guidelines, and must start repairs within three (3) months of the funding agreement date. The First Nation reserves the right to reallocate any funding from applicants who cannot meet their projected commitments and required timelines.

Program Guidelines

Eligibility:

- Must be a member of the Temagami First Nation /
- Must be 18 years of age or older
- The house must be on-reserve and priority will be given to principal residents who reside there for more than 6 months of the year. Student and work placement applicants will be considered.
- Must not have unsettled outstanding debt to TFN
- Must be able to afford the payments. Total Debt Service (TDS) not to exceed 35% of gross income. House payments – principal and interest
- Must be homeowner or be eligible to receive a TFN proof of ownership. once renovations are complete

Eligible Repairs:

The HIP is similar to the RRAP in terms of eligibility. Priority repairs in the categories of:

- Structural
- HVAC
- Electrical
- Plumbing
- Fire Safety
- Overcrowding
- Health and Safety

An inspection by an Infrastructure Specialist (OFNTSC) will be carried out to determine the extent of priority repairs. Eligible repairs such as flooring, cupboards, windows, doors, painting, disabled access, etc. qualify for funding.

Ineligible repairs:

- New garages
- Workshops
- Docks
- Entertainment systems
- Fireplaces
- Air conditioning
- Items not essential for shelter

Household Eligibility and Selection

A point system developed by the TFN will be used for all applications. This program is not a subsidy program but provides access to low interest funds.

Loan Agreement

Any TFN citizen who wishes to participate in the HIP must sign a Loan Agreement (LA) with the First Nation. The LA contains an accountability framework between the First Nation and the occupant of the unit.

The LA outlines:

- Financial provisions (i.e., administration fees, payment claims and financial accountability)
- Eligibility criteria
- Default terms and conditions and repayment provisions
- Reporting, auditing and other accountability enforcement provisions
- Conditions of the Loan
- If the house is sold, the loan must be repaid in total.
- All work done is in compliance with building codes.
- All work done is subject to inspection by an Infrastructure Specialist (OFNTSC).
- When the homeowner is in default then the TFN will take action to collect outstanding mortgage balance.
- The homeowner must have adequate fire insurance at all times
- The TFN has the “first right of refusal” to purchase unit from the homeowner at the estimated depreciated value should they wish to sell within the loan term period.
- The interest rate of **5%** is for the duration of the loan term. This is a fixed rate.
- All applicants agree to credit checks and income verification.
- The owner is responsible for all repairs.
- All payments by postdated cheques must be received a year in advance or authorization for direct deposit.

Funding Availability

Loans are repayable from minimum **\$10,000** to a maximum of **\$50,000** for eligible repairs with repayment interest set **at 5%. amortized over a 5 to 20 year period.** The interest on each loan will be recycled back to the community, ensuring the perpetuation of the revolving loan fund for the next 20 to 50 years.

Application Process

The following steps must be completed before an application is considered for the Temagami First Nation Home Improvement Program (HIP). There is a two (2) stage application process.

Stage I: The applicant must qualify for a loan.

Stage II: The repairs being completed must fall within the guidelines of the program.

The following steps must be done:

- The application must be completed in ink and printed clearly. Incomplete applications will not be considered.
- All the information provided on the application must be true. A false statement will void the application, and it will not be considered.
- All information must be kept current. It is the applicant's responsibility to contact the Housing Department for any changes in contact number or address. If we cannot contact you, we will go with the next person on the list.
- Applications are due no later than April 30th at 4:30 pm. Must be date stamped at the Band Office.

APPLICATION RENEWAL

New applications must be submitted annually. Outdated applications will not be considered and will be deemed inactive. It is your responsibility to reapply each year.

8.4 Elders & Disabled Home Repairs Policy – TFN Enrichment Funds

To ensure the implementation of the Enrichment Elder's and Disabled Home Repairs fund in a fair and equitable manner for the benefit of the Temagami First Nation membership. This allocation is intended to assist with the cost of home repairs or renovations.

ELIGIBILITY:

- Registered Members of the TFN;
- Must be Elder who is at least 50 years of age or turning 50 years of age within the current fiscal year;
- In receipt of disability income;
- Not be in financial arrears with the TFN;
- Own and occupy home being repaired or renovated as demonstrated by a Certificate of Possession (CP), Mortgage or Tax Bill.

ALLOCATION:

There is an allocation of **\$3,500** per approved application. Annual allocations to this program will be in accordance with the on-going plan/budget for the Enrichment Funds Program.

CRITERIA FOR RE-APPLICATION:

Members are eligible to re-apply every 5 years.

- Household Income will determine eligibility for re-application
- Total Household income in the home being repaired or renovated must be below **\$32,000** for an applicant to be eligible to re-apply every 5 years.

- Reapplication for Home Repairs, Notice of Assessment must be attached to application.

NOTE: If you are low income, you may also be eligible for a RRAP (Residential Repairs Assistance Program).

APPLICATION PROCESS:

Applicants must submit a letter by April 30th to the Community Infrastructure Manager requesting the allocation. The letter must include a description of the work planned and approximate costs. Proof of home ownership must accompany the letter.

SELECTION & APPROVAL PROCESS:

Allocations will be approved with priority placed on health and safety issues, age and disability. If there are remaining allocations, they will be provided on a first-come, first-served basis throughout the fiscal year.

Applicants will be informed in writing no later than June 30th whether they have been approved.

PROCESS FOR RECEIVING FUNDS:

Once approved, there are two ways to receive the funds.

1. Submit original receipts for reimbursement.
2. Contact the Finance Department to arrange for invoices to be paid directly to suppliers or contractors.
3. To ensure funds are utilized appropriately, please provide before and after pictures of repairs/renovations.

Members will have until the end of the fiscal year to access their funds, after which time, funds will no longer be available.

PART V - HOMEOWNERSHIP

PART V – HOMEOWNERSHIP

9.0 HOME OWNERSHIP PROGRAMS

9.1 Independently Built Homes (no TFN assistance)

9.1.1 Certificate of Possession

TFN members, who currently reside in a house constructed with a TFN subsidy or who are nearing completion of a new house built with their own resources, can apply for a Certificate of Possession under the following conditions.

- If the applicant has contributed a minimum 10% of the houses total value (value amount will be a dollar amount the completion of construction) through either cash, materials contributed or hours worked in the completion of the house
- The house must pass a housing inspection and as demonstrated by a building compliance inspection report provided by the OFNTSC Infrastructure Specialist.
- No Certificate of Possession will be issued until confirmation that the home is built to National Building Code standards (this includes homes built with no TFN assistance).

9.1.2 Lot Management

When a TFN member is allocated a TFN housing subsidy, or wishes to build a home without any TFN assistance, they can either:

- Confirm their use of a previously selected / reserve lot; or
- Select a lot from a list of available lots from the Major Capital Plan (reserve Lot);
- Arrange for a survey of a new lot on available reserve lands (A Canadian Land Surveyor must be hired to provide survey).
- Anyone who has a reserved a lot has 12 months to construct a house on their lot.

9.1.3 Lot Clearing

Only an individual who has reserved a lot will be authorized by the Band Manager to cut trees on that lot. Any trees cut will be the property of the authorized individual.

9.1.4 Leasing a House

With or without a Certificate of Possession, an occupant of a house on TFN may lease their house only to another TFN member. In the event of a death of the owner, the lease must vacate the house within a reasonable period of time and the house's use will be determined in accordance with the owners Will.

9.1.5 Fire Insurance

Homeowners will be responsible for ensuring their home adequately insured.

9.1.6 Compliance with By-Laws

Occupants/owners of a house on TFN will be subject to the terms and conditions of TFN by-laws.

9.1.7 Selling a House

If the occupant of a house (without a Certificate of Possession) intends to sell their house and received a TFN subsidy for that house, they must first receive permission from Chief and Council. Only TFN members can purchase the house.

For occupants who hold the Certificate of Possession, they do not require approval from Chief and Council. However, they can only sell to another TFN member.

9.2 TEMAGAMI FIRST NATION MARKET BASED HOUSING PROGRAM

The First Nation market-based housing program has been developed in conjunction with the First Nations Market Housing Fund and approved lenders. The market-based housing program is designed to provide affordable mortgages for *qualified* Temagami members who wish to purchase, renovate, construct or refinance a home.

9.2.1 New Construction – FNMHF

For the purpose of this policy, new Construction is defined as the construction of a new home on an existing serviced lot or an increase in the loveable area of an existing home.

Program Details

Maximum Loan	\$400,000
Maximum Amortization	25 years
Down payment	5% down (cash only no sweat equity)
Life Insurance	Mandatory
Fire Insurance	Mandatory
Lots	Serviced Lots only (water, hydro)
Certification of Possession (CPs)	First Nation will issue CPs when is mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	To be addressed if Band member is in arrears (all programs).
Construction method	General Contractor only.
Hold back on Construction	10%
CMHC Mortgage Insurance	Mandatory

STAGE 1 – Pre-Qualification

- 1) A Market Based Housing Application is sent by the Band member to First Nation Housing Coordinator. An orientation package is sent to Band member detailing the eligibility requirements.
- 2) First Nation conducts internal credit check to ensure there are no accounts in arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts**

that are in default more than 30 days. If the band member is in good standing a Conditional Letter of Support (Appendix 1) will be issued to the financial institute stating that the First Nation is prepared to guarantee the band member's mortgage provided they meet the lending requirements.

- a. If the Band member has an outstanding account, a settlement of these debts or a repayment plan must be negotiated prior to the issuance of a Conditional Letter of Support.
 - b. If accounts are too high or the Band member refuses, the application is declined and no further action is taken on the file.
 - c. If repayment plan is initiated the First Nation may at its discretion defer the application for a period of six months to ensure that the Band member abides by the repayment plan.
- 3) Only after the Band member has received conditional support from the First Nation can the member apply for a pre-approved mortgage. The Band member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
- a. Total Debt Servicing (TDS) ratio not to exceed 40%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. Band member must have satisfactory credit.
 - d. Band member must have good job tenure.
 - e. Band member must demonstrate they have sufficient equity of 5%.

If band member is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.

- 4) Band member required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.

STAGE 2 – Approval & Construction

- 1) Identification of a serviced lot and CP formally transferred to the First Nation, if First Nation does not already hold CP. A title search will be conducted to ensure that the lot is unencumbered, as well as to ensure the lot is surveyed and registered under CSLR. CP is transferred to Band member only after the mortgage has been fully amortized.
- 2) Housing Officer or other designated authority will confirm to the Lender that the Band member has met all the pre-established conditions for approval of a loan guarantee and housing lot allocation.
- 3) Band member to submit two sets of plans, one for the First Nation and one to be forwarded to the financial institution. Any modifications recommended by the technical review must be implemented.
 - a. As a minimum, engineered plans will only be accepted and must be approved by appropriate agency (Health Canada for Septics). In addition, site plan to be provided.
 - b. Plans from local hardware stores may also acceptable, provided they are engineered stamped.

- c. Plans to be reviewed by Technical Services Technical Services to ensure they meet, as a minimum, NBC.
- 4) For Modular/trailers/prefabricated construction, units must meet the following minimum standards before guarantee is issued:
 - a. Contractor not paid until home is in place and inspected.
- 5) Band members get quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1.5 million, and provide proof of WSIB coverage to First Nation. In addition, contractor must be capable of bridge financing construction, as **advances prior to construction are prohibited.**
- 6) Contractor responsible for installing services, water and septic, to the lot line and must be included in the cost of construction.
- 7) Fees for hydro and gas hook-ups are the responsibility of the Band member.
- 8) Final quote along with verification of equity must be forwarded to financial institution for final approval. Must be below maximum loan amount.
- 9) Band member is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage.
- 10) Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee.
- 11) Credit Enhancement Certificate is issued by the First Nation Market Housing Fund confirming its backing of the loan.
- 12) Contractor to provide proof of construction insurance to First Nation and Financial Institution.
- 13) Copy of builder's contract forwarded to First Nation and any related correspondence must be forwarded to First Nation.
- 14) **Construction begins.**
- 15) Technical Services Technical Services responsible for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation. **Fee to be determined and Band member responsible for payment.**
- 16) Health Canada to inspect septic systems and issue certificate, copy to be provided to First Nation.
- 17) Equity (5%) must be drawn down first prior to the first loan advance being processed.
- 18) Holdback of 10% for 45 days will be required and enforced by the lender. General contractor to sign Statutory Declaration stating all subs have been paid.
- 19) Proof of fire insurance provided by Band member to financial institution prior to move in date.

9.2.2 Purchase an Existing Home – FNMHF

Purchase of an existing home on First Nation either from another band member or the First Nation.

Program Details

Maximum Loan	\$250,000
Maximum Amortization	25 years

Down payment	5% down (cash only no sweat equity)
Life Insurance	Mandatory
Fire Insurance	Mandatory
Home Inspection	Mandatory
Appraisal	Mandatory to establish value.
Certification of Possession (CPs)	First Nation issues CP when mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	To be addressed if in arrears
Renovations	Can be included with Purchase price along as within max loan.
Hold Back/Construction method	10% - General Contractor renovations
CMHC Loan Insurance	Mandatory

STAGE 1 – Pre-Qualification

- 1) A Market Based Housing Application is sent by the Band member to First Nation Housing Coordinator. An orientation package is sent to Band member detailing the eligibility requirements.
- 2) Ensure seller holds CP for lot and verification of no encumbrances.
- 3) First Nation conducts internal credit check to ensure there are no accounts in arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days.** If the Band member is in good standing a Conditional Letter of Support will be issued to the financial institute stating that the First Nation is prepared to guarantee this individual's mortgage provided they meet the lending requirements.
 - a. If the Band member has an outstanding account, a settlement of these debts or a repayment plan must be negotiated prior to the issuance of a Conditional Letter of Support.
 - b. If accounts are too high or the Band member refuses, the application is declined and no further action is taken on the file.
 - c. If repayment plan is initiated the First Nation may at its discretion defer the application for a period of six months to ensure that the Band member abides by the repayment plan.
- 4) Only after the Band member has received conditional support from the First Nation can the member apply for a pre-approved mortgage. The Band member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
 - a. Total Debt Servicing (TDS) ratio not to exceed 40%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. Band member must have satisfactory credit.
 - d. Band member must have good job tenure.

e. Band member must demonstrate they have sufficient equity of 5%.

If Band member is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.

- 5) The Band member is required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.

STAGE 2 – Approval & Acquisition

- 6) If private sale, First Nation is not part of the negotiation process. However, the First Nation, as guarantor, must be satisfied with the value of the home as demonstrated by an appraisal and home inspection to be conducted by an independent appraiser and home inspector. This shall also apply if the First Nation is the seller.
- a. Appraisal determines value and whether selling price is reasonable.
 - b. Home inspection determines any serious deficiencies that may impair the value of the home and will need to be rectified to complete the sale. The cost to address these deficiencies can be paid for by the seller prior to sale as a condition, or can be deducted off the sale price and corrected after the sale and incorporated into the mortgage (provided loan does not exceed maximum).
 - c. Band member is required to hire an appraiser and inspector and submit a copy of the report to First nation.
- 7) Sales agreement finalized and CP transferred to First Nation until mortgage is fully discharged.
- 8) Renovations are allowed and can be incorporated into the mortgage, provided the maximum loan is not exceeded. The same conditions applied to renovations of an existing home will be applied to renovations of a purchased home. (review by Technical Services).
- 9) Housing Officer or other designated authority will confirm to the Lender that the Band member has met all the pre-established conditions for approval of a loan guarantee and CP allocation.
- 10) Final sale agreement and estimate for renovations, if required, along with verification of equity must be forwarded to financial institution for final approval. Must be below maximum loan amount.
- 11) Band member is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage.
- 12) Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee. (Template attached)
- 13) Credit Enhancement Certificate is issued by the First Nation Market Housing Fund confirming its backing of the loan.
- 14) **Confirmation Buyer has Fire Insurance sent to financial institute and First Nation.**
- 15) **No transfer of funds until First Nation has received confirmation that CP has been transferred to First Nation for all private sales. Confirmation sent to the financial institution to release funds.**

9.2.3 Renovations – FNMHF

or the purpose of this policy, renovations refer to any improvements and modifications to an existing home that does not increase the livable area.

Program Details	
Maximum Loan	\$5,000 - \$100,000
Maximum Amortization	20 years
Life Insurance	Mandatory
Fire Insurance	Mandatory
Certification of Possession (CPs)	Transferred to First Nation until loan is paid in full.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	To be addressed if Band member is in arrears
Construction method	General Contractor/Do-it-yourself for certain items/Subs

STAGE 1 – Pre-Qualification

- 1) A Market Based Housing Application is sent by the band member to First Nation Housing Coordinator. An orientation package is sent to Band member detailing the eligibility requirements.
- 2) Confirmation that the Band member holds CP on property and must consent to transferring to First Nation for the duration of the loan.
- 3) First Nation conducts internal credit check to ensure there are no accounts are in arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days.** If the Band member is in good standing a Conditional Letter of Support will be issued to the financial institute stating that the First Nation is prepared to guarantee this individual’s mortgage provided, they meet the lending requirements.
 - a. If the Band member has an outstanding account, a settlement of these debts or a repayment plan must be negotiated prior to the issuance of a Conditional Letter of Support.
 - b. If accounts are too high or the Band member refuses, the application is declined and no further action is taken on the file.
 - c. If repayment plan is initiated the First Nation may at its discretion defer the application for a period of six months to ensure that the Band member abides by the repayment plan.
- 4) The Band member to submit quotes and a general description of renovations , which will be reviewed by Technical Services for the following:
 - a. To ensure work is compliant with, as a minimum, NBC and construction standards.
 - b. Provide a professional opinion on whether work can be done by Band member.

- c. Determine which work **MUST** be done by Trades (I.e., structural, electrical, plumbing, HVAC) which will be communicated to First Nation.
- 5) Only after the Band member has received conditional support from the First Nation can the member apply for a pre-approved mortgage. The Band member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
 - a. Total Debt Servicing (TDS) ratio not to exceed 40%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. Band member must have satisfactory credit.
 - d. Band member must have good job tenure.

If the Band member is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.

- 6) The Band member is required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.

STAGE 2 – Approval & Construction

- 7) Provided the Band member meets all the pre-qualification criteria, and confirmation that the Band member holds the CP, the Band member must consent to a legal transfer of CP to the First Nation until the loan is fully amortized.
- 8) Housing Officer or other designated authority will confirm to the Lender that the Band member has met all the pre-established conditions for approval of a loan guarantee.
- 9) The Band member gets quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1.5 million, and provide proof of WSIB coverage to First Nation. In addition, contractor must capable of bridge financing construction, as **advances prior to construction are prohibited.**
- 10) Final quotes, for contractor and building supplies must be forwarded to financial institution for final approval. Must be below maximum loan amount.
- 11) Proof of fire insurance provided by the Band member to financial institution.
- 12) Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee.
- 13) Credit Enhancement Certificate is issued by the First Nation Market Housing Fund confirming its backing of the loan.
- 14) Contractor to provide proof of construction insurance to First Nation and Financial Institution.
- 15) **Renovations begin.**
- 16) Technical Services responsible for progress and compliance inspections. The maximum numbers of inspections are two; one at 50% complete and the final inspection. Pictures to be included in the advance documentation. Advances could also be processed by the submission of invoices by Band member to the financial institution.

- 17) Holdback of 10% for 45 days will be required and enforced by the lender for work done by general contractor. General contractor to sign Statutory Declaration stating all subs have been paid.

9.2.4 Refinance of an Existing Home – FNMHF

For the purpose of this policy, refinancing refers to the transfer of an existing mortgaged property on First Nation into the market-based housing program. In order to qualify for the refinancing of an existing home, an additional loan for renovations must be included into the mortgage subject minimum and maximum amount.

Program Details

Maximum Loan	\$200,000
Renovations	Minimum \$10,000 up to a Maximum of \$100,000
Maximum Amortization	25 years
Life Insurance	Mandatory
Fire Insurance	Mandatory
Certification of Possession (CPs)	Transferred to First Nation until mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Construction method	General Contractor/Do-it-yourself for certain items/subs
Hold back on Construction	10% - General Contractor
CMHC Insurance	Mandatory

STAGE 1 – Pre-Qualification

- 1) A Market Based Housing Application is sent by the band member to First Nation Housing Coordinator. An orientation package is sent to Band member detailing the eligibility requirements.
- 2) Confirmation that Band member holds CP and existing mortgage amount. Any penalties for early discharge on an existing mortgage will be borne by the Band member.
- 3) The Band member is required to increase mortgage by a minimum of \$10,000 and up to a maximum of \$100,000 for renovations in order to be eligible. In addition, this additional increase plus the amount of the existing mortgage being refinanced must be below the maximum mortgage amount of \$200,000.
- 4) First Nation conducts internal credit check to ensure there are no accounts are in arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days.** If the Band member is in good standing a Conditional Letter of Support will be issued to the financial institute stating that the First Nation is prepared to guarantee this individual’s mortgage provided they meet the lending requirements.
 - a. If the Band member has an outstanding account, a settlement of these debts or a repayment plan must be negotiated prior to the issuance of a Conditional Letter of Support.

- b. If accounts are too high or the Band member refuses, the application is declined and no further action is taken on the file.
 - c. If repayment plan is initiated the First Nation may at its discretion defer the application for a period of six months to ensure that the Band member abides by the repayment plan.
- 5) Band member to submit quotes and a general description of renovations , which will be reviewed by Technical Services for the following:
- a. To ensure work is compliant with, as a minimum, NBC and construction standards.
 - b. Provide a professional opinion on whether work can be done by the Band member.
 - c. Determine which work **MUST** be done by General Contractor (I.e., structural, electrical, plumbing, HVAC) which will be communicated to First Nation.
- 6) Only after the Band member has received conditional support from the First Nation can the member apply for a pre-approved mortgage. The Band member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
- a. Total Debt Servicing (TDS) ratio not to exceed 40%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. The Band member must have satisfactory credit.
 - d. The Band member must have good job tenure.
 - e. The Band member must demonstrate they have sufficient equity of 5% for renovations.
- If the Band member is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.**
- 7) Band member required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.

STAGE 2 – Approval & Renovation

- 8) Provided the Band member meets all the pre-qualification criteria, and confirmation that the Band member holds the CP, the Band member must consent to a legal transfer of CP to the First Nation until the loan is fully amortized.
- 9) Housing Officer or other designated authority will confirm to the Lender that the Band member has met all the pre-established conditions for approval of a loan guarantee and CP allocation, (if required)
- 10) The Band member gets quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1.5 million, and provide proof of WSIB coverage to First Nation. In addition, contractor must capable of bridge financing construction, as **advances prior to construction are prohibited.**
- 11) Final quotes, for contractor and building supplies, along with verification of equity must be forwarded to financial institution for final approval. Must be below maximum loan amount.
- 12) Proof of fire insurance provided by Band member to financial institution.

- 13) The Band member is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage.
- 14) Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee.
- 15) If the existing mortgage is a Ministerial Guarantee, the First Nation will be required to issue a second BCR rescinding this guarantee. This ensures that there are not two guarantees on the same loan.
- 16) Credit Enhancement Certificate is issued by the First Nation Market Housing Fund confirming its backing of the loan.
- 17) Contractor to provide proof of construction insurance to First Nation and Financial Institution.
- 18) **Renovations begin.**
- 19) OFNTSC responsible for progress and compliance inspections. The maximum numbers of inspections are two; one at 50% complete and the final inspection. Pictures to be included in the advance documentation. Advances could also be processed by the submission of invoices by the Band member to the financial institution.

PART VI – OTHER

10.0 COMPLAINTS

Complaints about the Occupant(s) of a Band-Administered Home must be provided in writing and submitted to the Housing Department. Complaints will be kept confidential to the extent that the law permits the Housing Department to maintain such confidentiality.

11.0 APPEALS

Tenants, Homeowners and Band Members may appeal decision made under this Policy, including decisions of the Housing Department, Housing Committee and/or Council.

11.1 Grounds for Appeal

Decisions may be appealed on the following grounds:

- (a) There was an error of fact.
- (b) There was a procedural error.
- (c) Where the member questions the decision as unfair, unjust or unreasonable.

Time shall be considered critical to the fair disposition of inquiries or appeals. Appeals are to be initiated by the Band Member/applicant within 10 days of being notified of the decisions that is being appealed.

For any appeal, the member shall initiate a preliminary inquiry into the issue by meeting directly with the Housing Supervisor to attempt to resolve the matter.

Where the matter remains unresolved, within 7 working days of the first meeting, a second meeting shall take place between the member, the Housing Supervisor and the Community Infrastructure Manager.

If the matter is unresolved within 7 working days of the second meeting, the member may submit a Notice of Appeal to Chief & Council. The Notice of Appeal shall be in writing and shall contain the member's name and address, and shall state in general terms the nature of the decision, reasons for the appeal, and the remedial action sought by the member.

The Housing Supervisor shall provide the rationale for the decision, including how it complies with the Housing Policy, in writing to Chief & Council within 7 working days.

Chief & Council will determine, at their next regularly scheduled meeting, on the basis of the evidence presented to it, whether the initial decision-maker acted or decided the matter in an unfair, unreasonable or unjust way.

After reviewing appeal, the Chief & Council shall deliberate in a closed session and shall reach a decision.

Within 5 working days of the decision Chief & Council shall provide written reasons for its decision to the member. All appeal decisions of Chief & Council are final.

12. Amendments to the Housing Policy

12.1 The housing manager shall present proposed amendments to the housing policy to Chief & Council for approval. Amendments shall be approved by a quorum of Council at a duly convened Council meeting. Approved amendments will be posted at the FN administration office and on the FN website for at least 30 days. Amendments will be made as directed by Council and are effective on the date of the duly convened meeting in which the amendment was approved.

12.2 The housing manager will note the amendment on a list for policy amendments set out in a format as shown in the table below. The policy amendment list will precede the table of contents within the policy.

Amendment Number	Approval Date	Description

14.3 The policy, including amendments, will be available to members at the FN office. If an amendment impacts the tenant, the housing manager will notify the tenant in writing within 30 days of policy amendment approval. Where the policy amendment relates to an increase in rent, the housing manager will provide the tenant with at least a 90-day prior written notice of the rent increase.

14.4 Where conflict arises between the current housing policy and an earlier edition of the housing policy, the most recent housing policy will prevail.

APPENDIX 1
Oath of Confidentiality Agreement
Housing Committee Member

I, _____, an appointed Housing Committee Member of the FN, hereby make an oath as follows:

1. For the term of my appointment, I will:
 - a. respect the integrity of my fellow Housing Committee Members in any decision-making process.
 - b. keeps matters discussed that pertain to my service as a Housing Committee Member strictly confidential and will not disclose any confidential information without the prior written approval of FN Council and will not disclose confidential information to any 3rd party unless disclosure is required by law or a term of the FN Housing Policy.
 - c. act on behalf of those who have appointed me, and will serve the community with the best of my ability.
 - d. fulfill my duties to the best of my abilities and will carry out my duties in a diligent and timely manner.
 - e. I have read the FN Housing Policy and understand my duties and obligations of the Housing Committee and Housing Committee members.

Housing Committee Member Signature

Date

Housing Manager

Date

APPENDIX 2 – HOUSING APPLICATION

HOUSING RENTAL APPLICATION

Date of Application	
Name of Applicant	
Number of bedrooms needed	
(redundant)	

1. Applicant Information

Please list the names of all of the individuals who will be living in the home. The first name on the list should be the primary occupant (head of the household). Under 'Relationship to Primary Occupant' this could be spouse/partner, children/dependents (son, daughter), and other family member such as aunt, grandparent or someone not related to the primary occupant.

Name (First and Last Name)	Date of Birth	Male or Female	Relationship to Primary Occupant	FN membership #
1. Primary Occupant:				
2. Secondary Occupant:				
3.				
4.				
5.				
6.				

2. current residential and postal address?

Street No. & Name/Box Number/R.R. #:		
First Nation/City/Municipality:	Province:	Postal Code:

Rental Application -FN Rental Unit What is your mailing address (if different from #2):

Street No. & Name/Box Number/R.R. #:		
First Nation/City/Municipality:	Province:	Postal Code:

3. Contact information (NTD: add row for email of each occupant)

Primary Occupant	Home phone #	Work phone #	Cell phone #
Secondary Occupant			

4. **Alternate Contact in Your Absence for messages**

Name: _____	Home phone #	Work phone #	Cell phone #
Relationship: _____ (i.e. friend, relative)			

5. **Employment History**

Name of present employer/source of income:	
Employment Address:	
City/Town/Reserve:	Postal Code:
Telephone Number:	Occupation:
Other Income:	
<i>Note: *Applicant must provide copy of most recent T4 & current pay stub.*</i>	

6. **Information on your current and previous accommodation**

Do you rent or own your current home (please check one)?	Rent <input type="checkbox"/>			
	Own <input type="checkbox"/>			
What is the monthly rent that you pay at your current address?	\$			
<i>Please provide information on your current and last residence</i>				
	From Date	To Date	Name of Landlord (if applicable)	Phone number for landlord
Current address				
Previous address				

7. **Current Living Conditions:**

- a. The current dwelling poses a health and/ or safety risk to the occupants (must be supported by documentation such as inspection report or someone with authority)
 Provided detail:

- b. What is considered an overcrowded situation by the National Occupancy Standards (NOS):
 (NTD: item in this section can be moved to a note at the end of the document)

1. National Occupancy Standards' guidelines;

a. Suitable housing:

- i. Suitable housing has enough bedrooms for the size and make-up of resident households, according to National Occupancy Standard (NOS) requirements. Enough bedrooms based on NOS requirements means one bedroom for:
 - ii. each cohabiting adult couple;
 - iii. unattached household member 18 years of age and over;
 - iv. same-sex pair of children under age 18;
 - v. and additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom.

vi. A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).

c. The current household is overcrowded; please provide details with supporting documents by authoritative agent and using NOS's guidelines above.

d. Presently are you residing in temporary type housing situation? If yes provide details and how long:

e. Yes No

8. Number of household member(s) who require disabled access or special modifications, please elaborate and justify by proper documentation:

9. What type of Housing are you and your family requiring? The house must meet National Occupancy Standards.

a. 1 bedroom 2 bedrooms 3 Bedrooms 4 Bedrooms

10. Gross Monthly Income:

Primary Applicant \$ _____/Month

Co-Applicant \$ _____/Month

Must provide proof of income - cheque stubs, bank statements, Income Assistance Affordability analysis to ensure applicant can afford monthly rent

11. Two Reference Letters from either:

a. Two landlord references are submitted (the references must be from the two most recent landlords).

i. Yes No N/A

b. Have not rented before, two-character references letters are submitted (not immediate family).

i. Yes No N/A

Primary occupant (please print)	
Signed	Date:

Secondary occupant (please print)	
Signed	Date:

ALL INFORMATION PROVIDED WILL BE KEPT CONFIDENTIAL AND USED FOR THE PURPOSE DESCRIBED HEREIN.

For Housing Unit use only		
Check off appropriate box and print name where required		
1. Date Received: _____ Via: Person <input type="checkbox"/> mail <input type="checkbox"/> e-mail <input type="checkbox"/>	2. Acknowledge letter of receiving application and will be reviewed: Date: _____ by: _____	3. Review of application for completion? Date Reviewed: _____ Reviewer: _____ Complete: <input type="checkbox"/> Incomplete: <input type="checkbox"/>
4. Reason for incomplete _____ _____ _____ _____ _____ _____	5 For incomplete application, contacted applicant by: Person <input type="checkbox"/> mail <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/> Date: _____ Notes: _____ Contacted person: _____ Reviewed by: _____	6. . Application eligible or ineligible? Yes: <input type="checkbox"/> No: <input type="checkbox"/> details _____ _____ _____
7. Confirmation letter for eligibility or ineligibility sent Date: _____ by: _____	8. Filed accordingly as eligible or Ineligible: Yes: <input type="checkbox"/> No: <input type="checkbox"/> Date: _____ Inputted into the Housing Waiting list: Yes: <input type="checkbox"/> No: <input type="checkbox"/> Date: _____	9. Date of Conditional Housing Offer : _____ by: _____ Accepted <input type="checkbox"/> Declined <input type="checkbox"/>
Authorized by Print: _____ Dated: _____	Authorized by Signature: _____	
Update # 1 Date: _____ Via: By: Person <input type="checkbox"/> mail <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/>	Any Changes to application? Provide details: _____ _____ _____	Received by: _____ _____

Update # 2 Date: _____ Via: By: Person <input type="checkbox"/> mail <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/>	Any Changes to application? Provide details: _____ _____ _____	Received by: _____
Update # 3 Date: _____ Via: By: Person <input type="checkbox"/> mail <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/>	Any Changes to application? Provide details: _____ _____ _____	Received by: _____

APPENDIX 3 – HOME INSPECTION FORM

Unit Location: _____ Unit Number: _____

Inspection Type: Annual ____ Move Out ____ Move In ____

Items	Condition - (Good/Clean, Damaged, Missing, Not Clean)	Comments
COMMON AREA		COMMON AREA
Front Door		
Storm Door		
Back Door		
KITCHEN AREA		KITCHEN AREA
Fridge		
Stove		
Other Appliances		
Cupboards		
Countertops		
Plumbing		
Flooring		
Walls		
Doors		
Windows		
Other		
DINING ROOM		DINING ROOM
Flooring		
Walls		
Windows		
LIVING ROOM/HALL		LIVING ROOM/HALL
Walls		

Flooring		
Doors/Doorways		
Windows		
BATHROOM		BATHROOM
Toilet		
Basin/Taps		
Shower Bathtub Taps		
Flooring		
Doors		
Walls		
Plumbing		

BEDROOM #1		BEDROOM #1
Closet		
Walls		
Flooring		
Doors/doorways		
Windows		
Other		
BEDROOM #2		BEDROOM #2
Closet		
Walls		
Flooring		
Doors/doorway		
Windows		
Other		
BEDROOM #3		BEDROOM #3
Closet		

Walls		
Flooring		
Doors/doorway		
Windows		
Other		
FIRE SAFETY		ALL LEVELS
Smoke detectors		
Carbon Monoxide detectors		
OTHER AREA - specify		OTHER AREA

Inspection Completed By: _____
(Housing Department Representative)

Date:

Inspection Viewed By: _____
(Occupant)

Date:

APPENDIX 4 - SELECTION CRITERIA FOR RENTAL HOUSING

Name of Applicant: _____ Application Original ____ or Up-dated #: _____

Date Application Received: _____ Reviewed by: _____

Review Date: _____

An Application will not be scored until it is considered complete and updated annually.

	Selection Criteria	Points	Total Points
1.	Who is not eligible a) The applicant is under the age of 16; b) The application is incomplete; c) Application is over the 2 years old and has not been updated; d) The applicant cannot afford the unit and all personal expenses (see: attached expense sheet) Monthly income is Less than 3 X monthly rent; e) The applicant owes money to FN; f) The applicant has a history of not complying with the “Rental Agreement” g) Doesn’t meet the National Occupancy Standards (Over Crowding / Over Housing)	Any Bullet with a check mark will disqualify the applicants application <input checked="" type="checkbox"/> for applicable	
2.	Duration the Application has been on the Housing Waiting List a) Updated application only, for each 6 months on the waiting list. Up to max 5 years	.25 point for every 6 months	
3.	Family Structure a) For each applicant’s child under the age of 18. b) Applicant is a single parent with dependents. c) Applicant and dependent(s) are members – point for each member. d) Number of household member(s) who require disabled access or special modifications _____.	1 point each	
4.	Current Living Conditions a) The current dwelling poses a health and/or safety risk to the occupants (must be supported by documentation such as inspection report). b) Applicant currently resides in a temporary housing situation (this must be justified with documentation from an authority or acceptable agent). c) The household is considered overcrowded per the National Occupancy Standards, *See below. (Must be justified with documentation from an authority or acceptable agent). d) Reference from previous landlord	1 point each	
5.	Household Income a) Applicant’s income affords all personal and housing related cost (monthly income is 3 X monthly rent) (Gross Monthly Income / Monthly Rent) b) Applicant does not owe money to FN. c) Applicant has confirmation from Income Assistance for Shelter component	2 points each	
	TOTAL For noting or commenting use back of this page.		

*National Occupancy Standards – enough bedrooms based on the following requirements means one bedroom for:

- Each cohabiting adult couple;
- Unattached household member 18 years of age and over;
- Same-sex pair of children under age of 18;
- And additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom. A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).
- A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).

APPENDIX 5 – RENT ARREARS 1ST NOTICE

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This notice is to inform you that your rent payment is 7 days past due. As you are aware, all rent is to be paid on or before the 1st working day of the month.

This notice constitutes your first notice pursuant to section 5.7 (i) of the FN Housing Policy. Accordingly, you are reminded to pay the outstanding rent forthwith or make immediate arrangements with Housing Department to discuss the repayment of arrears. The total amount due is \$ _____.

We kindly ask that you drop into the Housing Department to make payment. If you have already made payment, please disregard this notice.

If you have any questions regarding this matter, you can contact me at or email me at

On Behalf of the FN Housing Department
Housing Manager

APPENDIX 6 – RENT ARREARS - 2ND NOTICE

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This notice is to inform you that our records show that your rent is now **20** days past due.

This notice constitutes your second notice pursuant to section 5.7 (ii) of the FN Housing Policy. Accordingly, you are reminded to pay the outstanding rent forthwith or make immediate arrangements with Housing Department to discuss the repayment of arrears. The total amount due is \$ _____.

In accordance with the Housing Policy, we are requesting you come into our office on the ___ day of _____, 20__ at ___ am/pm to meet with _____ to discuss this situation and make arrangements for payment.

. If you have already made payment, please disregard this notice.

If you have any questions regarding this matter, you can contact me at or email me at

On Behalf of the FN Housing Department
Housing Manager

APPENDIX 7 – RENT ARREARS FINAL NOTICE

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This is to advise you that you are now in jeopardy of being evicted from your Unit. We have issued two notices dated _____ and _____, in which we asked you to make payment. Your rent is now **30 days** past due.

This notice constitutes your third and final notice pursuant to section 5.7 (iii) of the FN Housing Policy. According to the terms of the Housing Policy & Tenancy Agreement, you now have no more than 10 days to pay all arrears in full plus the current months' rent. The total amount due is \$ _____.

We have made every effort to work with you and are prepared to negotiate a repayment plan with you provided you have, within 10 days of the date of this notice, attended the band office and requested a meeting to discuss a repayment plan. If you fail to repay the rent arrears in the amount stated in this notice within the require time or have not made arrangements to repay the arrears within the required time, an eviction notice will be provided.

If you have submitted a payment, please disregard this notice.

If you have any questions regarding this matter, you can contact me at or email me at

On Behalf of the FN Housing Department
Housing Manager

APPENDIX 8 – EVICTION NOTICE

Date (dd/mm/yyyy): _____; Time: _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This is to advise you that your tenancy has come to an end for the following reason(s):

- a. _____
- b. _____

Please remove your belongings and have the Unit vacated no later than ____ pm on _____, 20__.
After this, the Housing Department will be changing the locks on the Unit.

If you do not vacate the Unit, or enter the Unit after the locks have been changed, we will contact the RCMP to assist in your removal.

Should you leave belongings after we have changed the locks, you will be required to contact the Housing Department in order to enter the Unit and remove them. We will give you 7 days after we have changed the locks to remove all your belongings, after which we will discard them.

If you have any questions regarding this matter, you can contact me at or email me at

On Behalf of the FN Housing Department
Housing Manager

APPENDIX 9 – REPAYMENT/ARREARS RECOVERY AGREEMENT

Tenant Name:	
Account Number	
Monthly Payment Charge \$	Amount of Payment Arrears \$

Agreement to repay arrears between

The Tenant(s): _____

-And -

First Nation)

I/we the tenant(s), acknowledge the amount of arrears owing on our rental account is \$_____. In order to repay the full amount of arrears I/we agree to pay the regular monthly rent payment due on the 1st working day of each month plus an additional amount for the period noted below, as follows:

Due Date (1 st of the month)	Regular monthly payment amount		Arrears recovery amount	Total
	\$	+	\$	\$
	\$	+	\$	\$
	\$	+	\$	\$

I/we understand that a failure to meet the repayment arrangements as noted above constitutes grounds for eviction as outlined in section of the Housing Policy and the Tenancy Agreement.

Tenant Signature:	Date:
Tenant Signature:	Date:
Housing Department:	Date:

APPENDIX 10 – VIOLATION NOTICE

Date (dd/mm/yyyy): _____

Occupant's Name: _____

Unit/Lot #: _____

This is to advise you that you are in violation the Housing Policy and/or a term of your Tenancy Agreement for the following reason:

We hereby serve you notice that you have **30 days** to remedy the breach. If after 30 days you have not remedied the breach, the Housing Department will take steps outlined in the Policy and the Tenancy Agreement.

If you have any questions regarding this matter, you can contact me at or email me at

On Behalf of the FN Housing Department
Housing Manager

APPENDIX 11 – RENTAL AGREEMENT

Rental Agreement

This Residential Tenancy Agreement is made on _____, 20__ (the "Agreement")

BETWEEN:

Temagami First Nation

(the "Landlord")

AND:

(the "Tenant")

Being collectively the parties (the "Parties") to this Agreement.

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS AGREEMENT, THE SUFFICIENCY OF WHICH IS AGREED TO BY BOTH PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. APPLICATION OF THE FIRST NATION HOUSING POLICY

a) The Landlord administers its rental housing program pursuant to the Temagami First Nation ("TFN") Housing Policy (the "Housing Policy"), which applies to and forms part of this Agreement. By signing this Agreement the Tenant acknowledges that he or she has read and understood the Housing Policy and agrees to be bound by both the terms of this Agreement and the Housing Policy, as amended from time to time.

b) Unless explicitly provided in this Agreement, in the event of any inconsistency between this Agreement and the Housing Policy, this Agreement prevails.

2. TENANT INFORMATION

Primary Tenant

Full name: _____

Mailing Address: _____

Phone #1: Phone #2: _____

Email Address: - Membership No.: _____

Co-Tenant (if applicable)

Full _____ name:

Mailing _____ Address:

Phone _____ #1: Phone _____ #2: _____

Email _____ Address: _____ - Membership No.: _____

3. THE RENTAL PROPERTY

a) The Landlord holds the right of possession to the rental property known as:

Band _____ Lot House #: _____
#: _____

Address: _____

Type of Dwelling: _____ BR#: _____

(the "Rental Unit")

4. AGREEMENT TO RENT

a) The Landlord agrees to rent the Rental Unit to the Tenant for use and occupation as a residential dwelling on the terms and conditions set out in this Agreement, and the Tenant agrees to rent the Rental Unit and pay Rent to the Landlord in accordance with these terms.

5. CHANGES TO THIS AGREEMENT

a) The Landlord may make changes to this Agreement from time to time and, subject to paragraph 5b) , any change or addition to this Agreement must be agreed to in writing by the Parties and appended to this Agreement.

b) Despite paragraph 5(a) , the Landlord may amend or alter this Agreement at its sole discretion and without the Tenant's agreement or consent as it applies to the following:

i) an increase to Rent if the increase is done in accordance with sections 8(e) and (f);

ii) a withdrawal of, or a restriction on, a service in accordance with section 8 (i);

iii) eviction for cause;

iv) access and inspection for purposes of health and safety;

v) access for purposes of asset protection and maintenance; and

vi) any change required by order of a lawful decision-making body, an administrative tribunal or a court.

6. AUTHORIZED OCCUPANTS

a) Only the following persons are authorized to occupy the Rental Unit on a permanent basis (continual residence for a period of 22 or more days):

Name	Member #	Birth Date	Sex

(collectively, the “**Authorized Occupants**”)

- b) The Rental Unit must not have more than _____ Authorized Occupants.
- c) The Landlord must not unreasonably prevent the Tenant from having guests in the Rental Unit.
- d) The Tenant may permit visitors to stay at the Rental Unit for up to 21 days in a calendar year, whether consecutive days or not.
- e) The Tenant may request in writing the Landlord’s consent to amend the list of Authorized Occupants to add or remove persons from the list. If the Landlord agrees, such consent must be given in writing and appended to this Agreement, along with the amended list of Authorized Occupants.
- f) The Tenant is responsible for the actions of all Authorized Occupants and guests. If the Tenant allows persons who are not Authorized Occupants to occupy the Rental Unit on a permanent basis without the Landlord’s prior written consent, then the Tenant will be in default under this Agreement and may be evicted for cause.

7. TERM AND TERMINATION

- a) The Tenant's right to occupy the Rental Unit starts on the _____ day of _____, 20____, and expires on the 31st of March immediately following that date (the "Term").
- b) If the Tenant is in compliance with the terms and conditions of this Agreement and the Housing Policy at the end of the Term, the Tenant must renew this Agreement before the end of the Term. Failure to renew a Rental Agreement will result in the Tenant being evicted
- c) The Parties may mutually agree in writing to terminate this Agreement at any time during the Term or Subsequent Term, and such agreement will specify the date on which the Tenant will vacate the Rental Unit.
- d) The Landlord may terminate this Agreement for cause at any time in accordance with section 13 (Eviction) of this Agreement.
- e) The Tenant may terminate this Agreement at any time by providing 30 days written notice to the Landlord, and is responsible for payment of any Rent coming due within the 30 day period. Such written notice must:
 - i) include the address of the Rental Unit;
 - ii) include the date of termination; and
 - iii) be signed and dated by the Tenant.
- f) The Tenant acknowledges and agrees that once notice of termination has been given by either Party to the other, the Landlord may enter the Rental Unit to show the Rental Unit to prospective tenants upon 24 hours written notice to the Tenant. The Tenant shall be liable for any damages the Landlord may experience, including but not limited to lost rent, for any interference or obstruction by or on behalf of the Tenant with the Landlord's efforts to enter the Rental Unit for this purpose.
- g) If the Tenant moves out of the Rental Unit without providing 30 days notice as required under this Agreement, he or she shall be responsible for paying the Rent for the following month.

8. RENT

- a) The Tenant agrees to pay rent in the amount of \$_____ to the Landlord on or before the 1st day of each month (the "**Rent**"). This paragraph is subject to any Rent increases given in accordance with this Agreement and the Landlord's Housing Policy.
- b) The Tenant shall pay the first month's Rent to the Landlord prior to moving into the Rental Unit.
- c) If the Term begins on a day that is other than the first day of a month, then the Tenant shall pay to the Landlord a pro-rated Rent of \$_____ prior to moving into the Rental Unit to cover the period beginning on the _____ of _____ and ending on the last day of such month.
- d) The Landlord will accept payment by cash, certified cheque, money order or bank draft. Payment is to be made at the TFN Finance Department.
- e) The Landlord may review the Rent each year on the anniversary date of this Agreement and may increase the Rent in accordance with the CMHC operating budget.
- f) The Landlord must give the Tenant at least three months written notice before the date any Rent increase is to become effective.

- g) Where there is more than one Tenant under this Agreement, each Tenant is jointly and severally liable for the full amount of the Rent.
- h) The services marked/checked in the left-hand column of the following table are provided free of charge. The equipment marked/checked in the right-hand column of the table are included in the Rent (mark/check all that apply):

	Water		Stove and oven
	Sewer		Refrigerator
	Garbage pick-up		Carpets
	Road maintenance		Washer
	Snow removal		Dryer
	Other (specify):		Heating System (specify, e.g. baseboards, woodstove, furnace, heat pump):

- i) Despite the services listed in the left-hand column of the table at paragraph (h) being provided free of charge, the Landlord may at any time and in its sole discretion, require the Tenant to pay the fees and costs associated with the services upon providing reasonable written notice of such change.
- j) The Rent does not include electricity, heat/fuel, cable/internet or telephone. The Tenant is solely responsible for arranging and paying for any and all equipment and services not included in the Rent.
- k) If the Tenant receives regular payments of wages or honoraria from the Landlord's payroll, or is otherwise on the Landlord's payroll, the Tenant agrees that the Rent will be deducted from their income or honoraria. Please confirm Tenant agreement:

Initials: Tenant

9. SECURITY DEPOSIT

- a) Upon execution of this Agreement, the Tenant will pay to the Landlord a security deposit equivalent to 50% of one month's Rent to be held by the Landlord against proper performance of the Tenant's covenants under this Agreement (the "**Security Deposit**"), unless the Tenant receives social assistance, in which case no Security Deposit is required.
- b) The Landlord acknowledges receipt from the Tenant of \$_____ as the Security Deposit on _____, 20____.

Initials: Landlord

Tenant

OR

The Landlord acknowledges that the Tenant receives social assistance and is not required to provide a Security Deposit.

Initials: Landlord
Tenant

- c) The Security Deposit, plus accrued interest, will be reimbursed to the Tenant within 30 days of the Tenant vacating the Rental Unit, unless:
 - i) the Tenant does not leave the Rental Unit in the condition as required under 15(b) (Vacating the Unit);
 - ii) the Tenant has unpaid Rent or rental arrears or otherwise owes the Landlord money under this Agreement; or
 - iii) the Tenant agrees in writing to allow the Housing Department to keep an amount as payment for unpaid Rent, Arrears, or damage.
- d) The Landlord is entitled to use the Security Deposit to:
 - i) pay for the cost of repairing any damage to the Rental Unit not caused by normal wear and tear; and/or
 - ii) cover any unpaid Rent or rental arrears or other amounts which the Tenant owes to the Landlord in accordance with this Agreement.
- e) Any portion of the Security Deposit remaining after the Landlord has used the Security Deposit in accordance with paragraph 9(c) shall be reimbursed to the Tenant.

10. FAILURE TO PAY RENT/RENTAL ARREARS

- a) The Tenant must pay the Rent on time. Rent is late and in arrears if the full amount is not paid on or before the day it is due.
- b) If the Tenant fails to pay the Rent on time, the Landlord will send the Tenant a first notice 7 days after the date the Rent came due. The Tenant must immediately pay the rental arrears in full. Alternatively, the Tenant may request the Landlord allow an agreement that imposes a repayment schedule on the Tenant for the full rent arrears amount ("Arrears Recovery Agreement") at this stage.
- c) If no payment has been received or no Arrears Recovery Agreement is made within 20 days after the date the Rent came due, a second notice will be delivered along with a scheduled time for a meeting between the Tenant and the Landlord to discuss the situation and to make arrangements for the repayment of the rental arrears by entering into an Arrears Recovery Agreement.

- d) If no payment has been received or no Arrears Recovery Agreement has been entered into within 30 days after the date the Rent came due, a final notice will be delivered to the Tenant advising the Tenant that they have 10 days to make full payment of the arrears plus the current month's Rent or enter into an Arrears Recovery Agreement.
- e) An eviction notice will be delivered to the Tenant and the Tenant will have 48 hours to vacate the Rental Unit if:
 - i) 10 days after the date of the final notice, no payment has been made, or
 - ii) the Tenant has failed to enter into and/or comply with the terms of an Arrears Recovery Agreement;
- f) If the Tenant receives three second notices (see paragraph (c)) in one Fiscal Year, the Landlord will terminate this Agreement and evict the Tenant and issue an eviction notice providing the Tenant with 10 days to vacate the Rental Unit.

11. USE OF THE RENTAL UNIT

- a) Subject to this Agreement, the Tenant must not use, or permit others to use, the Rental Unit for any purpose other than as a residential dwelling.
- b) The Tenant must not operate, or permit others to operate, a home-based business from the Rental Unit without the prior written permission of TFN.
- c) The Tenant must not do the following in or from the Rental Unit
 - i. produce, grow or consume, or permit others to produce, grow or consume, drugs, including cannabis,
 - ii. sell or permit others to sell any illegal goods or services.If the Landlord determines, in its sole discretion and acting reasonably, that a person residing at the Rental Unit is contravening this paragraph 11c), the Landlord may terminate this Agreement for cause.
- d) The Tenant must not disturb the peace, and must not permit others to disturb the peace, in or around the Rental Unit. If the Landlord determines, in its sole discretion, and acting reasonably, that a person residing at the Rental Unit has a pattern of behaviour that persistently disturbs the peace in or around the Rental Unit, then the Landlord may terminate this Agreement for cause.
- e) The Tenant must not make any alterations to the Rental Unit, or to the use and occupation of the Rental Unit, without the prior written permission of TFN.

12. TEMPORARILY TRANSFERRING THE RENTAL UNIT

- a) In accordance with the Housing Policy, under certain circumstances the Tenant may be permitted to temporarily transfer the Rental Unit to another TFN member.
- b) The Tenant and the potential transferee must apply for and obtain the Landlord's prior written permission to transfer the Rental Unit in accordance with the procedures for a temporary transfer set out in the Housing Policy.

- c) If the Landlord approves the transfer, the Landlord and the transferee will enter into a Rental Agreement that will reflect the Tenant's approved absence timeline. If the Tenant does not return to re-claim the Rental Unit within the time approved by the Landlord, the Tenant is not entitled to re-claim the Rental Unit and the Landlord will be free to extend the transferee tenant's term or re-assign the Rental Unit upon the termination of the transferee tenant's Rental Agreement.

13. EVICTION

- a) If the Tenant fails to perform or observe any of his or her covenants in this Agreement or in the Housing Policy, or otherwise breaches the terms of this Agreement or the Housing Policy, the Landlord may terminate this Agreement for cause and issue an eviction notice, and thereupon the tenancy and the Tenant's rights under this Agreement will cease absolutely, without right of re-entry, and the Landlord or its agent may re-enter the Rental Unit or any part of it, and thereafter have, possess and enjoy it as if this Agreement had not been made.
- b) Without limiting the generality of the preceding paragraph 13(a), the Landlord may, at its sole discretion, issue an eviction notice if one or more of the following applies:
 - i) the Tenant fails to pay Rent in accordance with paragraphs 10(e) and (f)
 - ii) the Tenant fails to resolve any of the following breaches within the time provided in and in accordance with a notice of breach issued in accordance with the Housing Policy:
 1. failing to pay the Security Deposit within 30 days of executing a Tenancy Agreement unless the Tenant receives social assistance,
 2. damage to the Rental Unit that is caused by the Tenant, or any Authorized Occupant or guest,
 3. disturbing the peace or quiet use and enjoyment of other tenants or homeowners, including excessive noise between 11:00 p.m. and 7:00 a.m. (for this breach, Tenants must receive two notices of breach prior to being subject to eviction, and occupants will return to good standing on this ground if they do not receive additional notices of breach for at least one (1) year);
 4. failing to maintain or repair the Rental Unit as required;
 5. interference with the Landlord's efforts to perform its maintenance/repair responsibilities in respect of the Rental Unit;
 6. conditions that are unsanitary, unsafe or likely to cause a nuisance at or around the Rental Unit;
 7. leaving garbage, junk cars and scrap material at or around the Unit;
 8. refusal to participate in a validly-scheduled Rental Unit inspection for which the Tenant is required to attend in accordance with the Housing Policy;
 9. failure to comply with any of TFN's applicable bylaws or policies;
 10. people other than the Authorized Occupants residing in the Rental Unit for more than 21 days in any 12-month period, whether consecutive or not;
 11. people in excess of the National Occupancy Standards residing in the Rental Unit for more than 21 continuous days; and
 12. an unauthorized transfer, sublet or sublease of the Rental Unit.
 - iii) the Landlord determines that the Tenant made false declarations on his or her housing application and was allocated the Rental Unit as a result of the false declarations;

- iv) the Tenant fails to renew this Agreement before the end of the Term;
 - v) the Tenant, an Authorized Occupant and/or guest is convicted of engaging in illegal activities in the Rental Unit;
 - vi) the Tenant, an Authorized Occupant and/or guest has caused willful and/or extraordinary damage to the Rental Unit and/or the Landlord's property within the Rental Unit (over \$5,000);
 - vii) the Tenant, an Authorized Occupant and/or guest has adversely affected or is likely to adversely affect the health, safety or well-being of the community or property on Quatsino First Nation reserve lands;
 - viii) the Tenant ceases to be a TFN band member or there are no Authorized Occupants who are TFN band members;
 - ix) the Tenant, Authorized Occupant, or guest tampers with or removes smoke or carbon monoxide detectors or alarms, fire extinguishers or sprinkler systems; and/or
 - x) the Tenant has failed to comply with a material term of this Agreement.
- c) Upon receiving an eviction notice, the Tenant will have 48 hours to vacate the Rental Unit and must leave the Rental Unit in the condition required under paragraph 15(b) of this Agreement.

14. CONDITION INSPECTIONS

- a) Subject to the procedure in the Housing Policy, the Landlord and Tenant must jointly inspect the condition of the Rental Unit:
 - i) before the Tenant moves into the Rental Unit;
 - ii) at the end of the tenancy;
 - iii) at any time as may be required by CMHC; and
 - iv) at any other time as the Landlord may reasonably require.
- b) The Landlord may enter and inspect the Rental Unit with 24 hours prior written notice to the Tenant if the Landlord has reasonable grounds to believe that the Tenant or an Authorized Occupant or guest is in breach of this Agreement of the Housing Policy.
- c) The Landlord may enter and inspect the Rental Unit without notice to the Tenant if one or more of the following applies:
 - i) there is an emergency and the entry is necessary to protect life or property;
 - ii) the Tenant gives the Landlord permission; or
 - iii) there is evidence that the Tenant has abandoned the Rental Unit for a period of 30 or more consecutive days.

15. VACATING THE RENTAL UNIT

- a) The Tenant must deliver up vacant possession of the Rental Unit to the Landlord on or before 1:00 p.m. of the day the tenancy and this Agreement are deemed to end (the "**Termination**

Date”). Vacant possession means removing all persons and personal possessions from the Rental Unit and the premises and returning all keys and access devices to the Landlord.

- b) On or before the Termination Date, the Tenant must leave the Rental Unit in a clean, undamaged condition to facilitate immediate re-rental. Re-rentable condition means:
 - i) floors and walls are cleaned and washed;
 - ii) carpets vacuumed and cleaned, all stains shampooed out;
 - iii) all electric light bulbs functioning and in place
 - iv) all light fixtures whole and undamaged;
 - v) refrigerator and/or freezer cleaned of all food and stains and defrosted;
 - vi) range cleaned and free of all grease/debris inside and out, all fuses in working order;
 - vii) all surfaces cleaned and all storage fixtures (cabinets, closets, etc.) empty and clean;
 - viii) all garbage removed from Rental Unit;
 - ix) washer and dryer cleaned inside and out; and
 - x) all debris cleaned out from under or behind any appliances.
- c) The Tenant will be liable for any expense or loss incurred by the Landlord due to the failure of the Tenant to vacate the Rental Unit promptly and as required, or to leave it in an immediately re-rentable condition.

16. INSURANCE AND INDEMNITY

- a) The Tenant is solely responsible for insuring his or her own personal property at his or her own expense against loss from any and all causes. The Landlord, including the TFN Housing Department will in no event be responsible for the loss, destruction, theft of, or damages to such property.
- b) The Tenant indemnifies and saves the Landlord harmless from all liabilities, fines, suits and claims of any kind for which the Landlord may be liable or suffer by reason of the Tenant’s occupancy of the Rental Unit.
- c) The Tenant must not do, or omit to do, anything which may render void or voidable any policy of insurance held by the Landlord generally and/or the TFN Housing Department specifically.
- d) The Landlord will maintain replacement insurance for the Rental Unit in case of damage or destruction caused by fire, earthquake, flooding or other act of God.
- e) The Tenant are responsible to pay the deductible on the Landlord’s insurance for any claims arising as a result of willful damage to the Rental Unit caused by the Tenant, an Authorized Occupant and/or guest.

17. MAINTENANCE

Landlord Responsibilities

- a) The Landlord will perform and/or bear the cost of repairs that are deemed to be the Landlord’s responsibility under the terms of this Agreement and as detailed in Schedule “A” to this Agreement.

- b) The Landlord is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Unit, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
 - c) With the exception of damage caused by the Tenant, Authorized Occupants or guests in contravention of this Agreement or the Housing Policy and subject to funding availability, the Landlord is responsible for the following major repairs and replacements when a repair or replacement is required due to normal wear and tear of the Rental Unit:
 - i) roof repairs;
 - ii) plumbing repairs;
 - iii) hot water tank replacement;
 - iv) electrical system repairs;
 - v) major structural repairs;
 - vi) electrical fixture replacement;
 - vii) repairing or replacing appliances owned by the Landlord;
 - viii) replacing broken windows and screens;
 - ix) repairing and replacing floors, doors and cupboards;
 - x) repairing or replacing locks;
 - xi) repair of damage or vandalism that has been reported to the Landlord by the Tenant within 72 hours/days of its occurrence, that is not attributed to the negligence or willful act of the Tenant, another Authorized Occupant, or guest of the Tenant, as determined by the Landlord, acting reasonably. The Tenant must immediately report any damage to water, heating or electrical systems, or that otherwise constitutes an emergency;
 - xii) repairing driveways;
 - xiii) any other major repairs or replacements deemed reasonable by the Landlord
- (collectively, the
**“Landlord
 Repairs”**).
- d) The Tenant must provide the Landlord with written notice of any Landlord Repairs that may be required and the Landlord will have a reasonable amount of time to perform the Landlord Repairs.
 - e) The Tenant must ensure that any area where the Landlord is to perform Landlord Repairs is safe and free of clutter, waste and/or other hazards that could render the performance of Landlord Repairs hazardous.

Tenant Responsibilities

- a) The Tenant must carry out and/or bear the cost of repairs that are deemed to be the Tenant's responsibility under the terms of this Agreement and as detailed in Schedule "A" to this Agreement.
- b) The Tenant is responsible for general maintenance, cleaning, decorative repairs, and minor day-to-day repairs and replacements and is solely responsible for the carrying out and/or bearing the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- c) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within a reasonable time, the Landlord may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this Agreement.
- d) The Tenant must keep the grounds surrounding the Rental Unit clean, the grass cut and free of refuse, animal waste, uninsured and/or inoperable vehicles or vessels, vehicle parts, equipment, appliances, and debris such as building materials. If the Landlord has to remove any of these items or do yard clean up then the Tenant will be invoiced the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this Agreement.
- e) The Tenant is not responsible for replacements or repairing damage that is caused by normal wear and tear. For greater clarity, normal wear and tear is unavoidable deterioration to the Rental Unit and its fixtures that naturally and inevitably occurs as a result of normal use or aging and includes some matting of carpeting, a few nail holes, and some fading or yellowing of paint, but does not include stains or burns on the carpet, broken windows, broken or missing blinds or window coverings, gouges in the doors or walls, infestations caused by animals or negligence, scratches caused by animals on molding or doors, or damage caused by the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- f) The Tenant must immediately report all damage to the Rental Unit to the Landlord within 3 days, or immediately if the damage is in relation to an accident, break or defect in water, heating or electrical systems, or is otherwise of a nature sufficient to constitute an emergency.
- g) The Tenant is responsible for all costs, including applicable insurance deductibles, associated with repairs to the Rental Unit and/or replacement of any fixtures and/or appliances, where the damage has been caused or permitted to occur from the wilful or negligent conduct of the Tenant, an Authorized Occupant or a guest.
- h) The Landlord may require the Tenant to undertake reasonable repair or maintenance on the Rental Unit by written notice within a specified time where the repair or maintenance is the responsibility of the Tenant under this Agreement.
- i) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within the time specified in the notice given under paragraph 17(h), the Landlord may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this Agreement.
- j) The Landlord may charge as additional Rent ("Additional Rent") any amounts owing for invoices given to the Tenant under this section and any such Additional Rent will be payable as Rent in accordance with section 8 (Rent) of this Agreement.

- k) The Tenant must receive written permission from the Landlord prior to making any major repairs, alterations, additions or improvements to the Rental Unit and, where applicable, is responsible for obtaining any permits or licenses required under any TFN policy or law.
- l) If the Tenant makes an alteration, addition or improvement to the Rental Unit without first obtaining permission from the Landlord, the Tenant is solely responsible for returning the Rental Unit to its original condition at the Tenant's own expense and at no cost to the Landlord. The Tenant must not be reimbursed for any alteration, addition or improvement he/she completed at his/her own expense.
- m) Except where otherwise agreed to in writing by the Parties, all improvements to the Rental Unit will become the property of TFN upon the termination of this Agreement.

18. EMERGENCY REPAIRS

- a) **"Emergency Repairs"** are repairs that are urgent and necessary for the health and safety of persons or the preservation or use of the Rental Unit, and are limited to repairs to:
 - i) major leaks in pipes or the roof;
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures;
 - iii) the primary heating system;
 - iv) the electrical system;
 - v) deficiencies to the integrity of the structure; and
 - vi) any other damage that poses an immediate and urgent jeopardy to the Rental Unit or to the health and safety of persons.
- b) The Landlord will post and maintain in a conspicuous place at the Rental Unit, or give to the Tenant in writing, the name, telephone number and email address of the designated contact person for Emergency Repairs.
- c) If Emergency Repairs are required:
 - i) the Tenant must contact the designated contact person immediately and without delay;
 - ii) the Tenant will make at least two attempts to contact the designated contact person, and shall give the Landlord a reasonable time to complete the Emergency Repairs;
 - iii) if the Landlord does not complete the Emergency Repairs within a reasonable time, the Tenant may undertake the Emergency Repairs, and claim reimbursement from the Landlord upon presentation of a receipt; and
 - iv) the Landlord may take over completion of the Emergency Repairs from the Tenant at any time.

19. LOCKS & FORCED ENTRY

- a) The Landlord must not change locks or other means of access to the Rental Unit except in the case of eviction or of forced entry by a third party.
- b) If the Rental Unit locks or door frame are damaged as a result of forced entry by a third party, the Landlord shall repair the locks, hardware, door and/or frame.
- c) The Tenant must not change locks or other means of access to the Rental Unit, without the Landlord's prior written consent.

20. QUIET ENJOYMENT OF THE RENTAL UNIT

- a) For the duration of this Agreement, the Rental Unit is the Tenant's home and the Tenant is entitled to quiet enjoyment and exclusive use of the Rental Unit, reasonable privacy, and freedom from unreasonable disturbance.

21. ABANDONMENT

- a) The Rental Unit is deemed to be abandoned if the Tenant has been absent from the Rental Unit for 30 or more consecutive days without the Landlord's prior written consent and the Rent and/or utility payments are unpaid for 30 days or more and the Tenant has not communicated with the Landlord regarding the rental arrears.
- b) If the Landlord believes the Rental Unit is abandoned, the Landlord will provide the Tenant with a written notice requesting the Tenant confirm their residency within 15 days of delivering the notice. If the Landlord does not receive the Tenant's response confirming their residency at the Rental Unit, the Rental Unit will be deemed abandoned.
- c) If the Rental Unit is abandoned, this Agreement is terminated and the Landlord may re-enter the Rental Unit and such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.
- d) If the Tenant leaves any personal property at or in the abandoned Rental Unit, the Tenant will have 7 days from the date the Rental Unit is deemed abandoned to obtain permission from the Landlord to enter the Rental Unit and remove the personal property, after which, the Landlord may dispose of the personal property at its sole discretion.
- e) If the Rental Unit is abandoned, the Tenant is liable to the Landlord for:
 - i) any costs the Landlord incurs to store and dispose of any of the Tenant's personal property remaining at or in the Rental Unit and to repair, clean or otherwise bring the Rental Unit into re-rentable condition; and
 - ii) Rent for the month following the date the Rental Unit is deemed abandoned and any outstanding rental arrears.
- f) The Landlord may apply any proceeds of disposition of the Tenant's personal property to the costs and debts set out in section 22a)v) and may claim for any deficiency outstanding, and recovery of these amounts shall constitute damages recoverable by the Landlord as a consequence of the breach of this Agreement by the Tenant.

22. LIABILITY

- a) The Landlord is not liable or responsible in any event whatsoever for:
 - i) any personal injury or death that may be suffered or sustained by the Tenant, an Authorized Occupant, or any agent or guest or any other person who may be in or at the Rental Unit;
 - ii) any loss or damage or injury to any property, including cars and contents thereof belonging to the Tenant, or to an Authorized Occupant or to any other person while such property is at or in the Rental Unit;
 - iii) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Rental Unit, or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;

- iv) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
- v) any damage to or loss of any property left at or in the Rental Unit subsequent to the Tenant giving up possession of the Rental Unit whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other person; or
- vi) any damage to or loss of property incurred by the Tenant as a result of an Act of God, including but not limited to the following: severe storm; lightning; flood; earthquake; infestation of vermin; and insects.

23. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

- a) The Landlord must give the Tenant a copy of this Agreement promptly and in any event within 21 days of executing the agreement.

24. RESOLUTION OF DISPUTES

- a) If there is a dispute between the Parties with respect to the rights and obligations of the Parties under this Agreement, the terms of this Agreement, or any other matter related to this Agreement, such dispute will be resolved through the dispute process set out in the Housing Policy.

25. LEGAL

- a) Nothing in this Agreement may be construed as evidence of an intention by the Landlord to transfer legal possession of lands set apart for the use and benefit of TFN members , in common.
- b) Failure by the Landlord to enforce any provision of this Agreement does not constitute a waiver of that provision and the Landlord is not stopped from enforcing such provision at any time.

26. NOTICE

- a) All notices under this Agreement are to be given in writing and shall be deemed to have been received by the other party:
 - i) if by hand or courier, on the date of delivery;
 - ii) if by mail or registered mail, that date 5 business days after mailing; and
 - iii) if by fax or email, on the date of transmission or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business on the first working day following the transmission.
- b) Notice to the Tenant may be given by:
 - i) hand delivery to the Tenant;
 - ii) ordinary or registered mail to the Tenant's residential address as provided in section 2 of this Agreement;
 - iii) leaving a copy with an adult who apparently resides with the Tenant;
 - iv) leaving a copy in a mail box or mail slot for the address at the Rental Unit;

- v) attaching a copy to a door or other conspicuous place on the Rental Unit; or
 - vi) transmitting a copy to a fax number or email address provided by the Tenant.
- c) Notice to the Landlord may be given by:
- i) hand delivery to the Landlord's Housing Manager or the Housing Department receptionist;
 - ii) ordinary or registered mail to the Landlord's Housing Department;
 - iii) leaving a copy at the Landlord's Housing Department in such place as may be designated by the Landlord for such delivery;
 - iv) attaching a copy to the front door of TFN's Housing Department; or
 - v) transmitting a copy to the Landlord's Housing Department's fax number or email address.

27. GENERAL

- a) Time is of the essence in this Agreement.
- b) All payments to the Landlord under this Agreement will be provided to _____ and will be made by cash, cheque, bank draft, or money order or made payable to _____.
- c) Words in the singular include the plural form, unless the context otherwise requires.
- d) This Agreement, the Schedules to this Agreement, and the Housing Policy, constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all previous or collateral understandings, representations, undertakings, statements or other agreements.

28. ADDITIONAL TERMS

The following are additional terms agreed to by the Landlord and the Tenant (e.g. parking, smoking, etc.)

Initials: Landlord
 Tenant

29. ACCEPTANCE

- a) The Tenant acknowledges that he or she has read this Agreement, the Schedules to this Agreement and the Housing Policy, and that he or she understands and agrees with the provisions of this Agreement, its Schedules and the Housing Policy, and that he or she has had the opportunity to seek independent legal advice with respect to this Agreement.

The parties have executed this Agreement in on _____, 20_____.

Signed by the Landlord's _____) LANDLORD
AUTHORIZED SIGNATORY at _____)
in the Province of _____ the ___ day)
of _____, 20___, in the presence of:)
)
)
)
)

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Authorized Signatory TFN
Housing Department

Signed by _____ /Tenant at _____) TENANT
_____ in the Province of _____)
_____)
this ___ day of _____, 20___,)
in the presence of:)
)
)
)
)

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Tenant
(Print name: _____)

Signed by _____ /Subtenant at _____) CO-TENANT
_____ in the Province of _____)
this ___ day of _____, 20___,)
in the presence of:)
)
)
)

_____))
Signature of Witness)
_____))
Name of Witness)
_____))
Address of Witness)
_____))
Occupation of Witness)

Co-Tenant
(Print name: _____)

Schedule "A"

MAINTENANCE AND REPAIR RESPONSIBILITIES OF TFN & TENANT

1. INTRODUCTION

This Schedule A is a more detailed description of the Parties' responsibilities for the maintenance and repair of the Rental Unit covered by the Rental Agreement.

2. TENANT RESPONSIBILITIES

The Tenant shall be solely responsible for the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.

In addition to any repairs or replacements required under the preceding paragraph, repairs, maintenance and replacements for which the Tenant shall be responsible, unless such work is required due to normal wear and tear on the Rental Unit, include:

a) Exterior & Grounds

- i) Damage to window and door screens.
- ii) Holes in lawn caused by pets or children.
- iii) Damage to fencing and garbage stands.
- iv) Damage to lawns.
- v) Damage to light fixtures.
- vi) Damage to landings and stairs (willful or negligent damage).

b) Interior of Building

- i) Tile lifting because of excess water and/or because the floor has not been properly maintained.
- ii) Carpeting that is soiled or torn.
- iii) Cracked or chipped tile.
- iv) Damage to drywall or doors.
- v) Gouges in walls from furniture etc.
- vi) Water damage to ceilings.
- vii) Doors and lock sets damaged.
- viii) Doors and drawers on kitchen cupboard doors.
- ix) Bent or broken hinges on cupboard doors.
- x) Broken locks and windows.
- xi) Damaged or missing window frames.
- xii) Handrails pulled off the walls.
- xiii) Stairs chewed or gouged.
- xiv) Dirty exhaust fans - kitchen and bathroom.

c) Electrical

- i) Missing or broken switch and plug plates.
- ii) Damage to porcelain lamp holders.
- iii) Damage to interior pull chain light switches.
- iv) Damage to light fixtures.

d) Appliances

- i) Cracked interior walls of fridges.
- ii) Chipped or cracked porcelain on stove and fridge.
- iii) Ice trays missing or damaged.
- iv) Range elements missing.

e) Plumbing

- i) Plugged toilet, sink, or sewer line and filters.
- ii) Stripped water taps, stems and handles.
- iii) Chipped or cracked porcelain on sink, bathtub or toilet.
- iv) Damaged toilet seats.
- v) Broken toilet or sinks (bathroom).
- vi) Damaged trip levers.

f) Heating

- i) Furnace cleaning including chimneys.
- ii) Clean air filter on furnaces.
- iii) Thermostats damaged/damage to oil tanks.
- iv) Clean HRV and filter.

Initials: Landlord Tenant

3. LANDLORD RESPONSIBILITIES

The Landlord is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Unit, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.

Repairs for which the Landlord is responsible include:

a) Structure

- i) Cracks in walls and ceilings due to construction.
- ii) Sticking doors, when reported immediately and no other damages occurs.
- iii) Sagging or shifting door frames.
- iv) Siding replacement (10-15 years).
- v) Load Bearing Walls & Foundation repairs.
- vi) Roof/Truss Repairs (10-20 years).
- vii) Flooring repairs required due to normal wear and tear (5-10 years)

b) Systems

- i) Water leaks – plumbing, roof, and/or walls.
- ii) Dripping taps.
- iii) Broken or rusted out pipes and drains.
- iv) Veneer coming off doors when reported immediately.

- v) Electrical work, including burnt out light switches on stove.
- vi) Major furnace repairs.

c) Other

- i) hot water tank replacement,
- ii) repairing Band-owned appliances (as long as they have not been damaged or overloaded),
- iii) replacing broken windows (as long as they have not been damaged by the Occupant(s)),
- iv) repairing floors, exterior doors, interior door and cabinet hardware and cupboards as needed,
- v) repairing or replacing locks,
- vi) repair of damage or vandalism that has been reported to the Housing Department by the Tenant within 72 hours of its occurrence, that is not attributed to the negligence or wilful act of the Tenant, another Authorized Occupant, or guest of the Tenant, as determined by the Landlord, acting reasonably. The Tenant must immediately report any damage to water, heating or electrical systems, or damage that otherwise constitutes an emergency;
- vii) repairing driveways; and
- viii) any other major repairs or replacements deemed reasonable by the Landlord.

Initials: Landlord

Tenant