

ATIKAMEKSHENG ANISHNAWBEK

INDEPENDENT LIVING CENTRE HOUSING PROGRAM POLICY



January 2013

X 
Chief Steven Miller

X 
Jeanne Naponse
Director of Operations /as per Craig Nootchtai

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APPROVED BY COUNCIL
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Policy Title: **Atikameksheng Anishnawbek Rental Housing Program Policy**

Policy #:

Previous Date Reviewed:

Date Approved:

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1 Background and Purpose of the Policy

The purpose of the Independent Living Centre housing program for Atikameksheng Anishnawbek is to provide rental housing that meets health, safety and minimum property standards for band members who are either:

- (a) Individuals 50 years of age and older; or
- (b) Individuals 18 years of age and older with a permanent physical or mental disability as verified by a certified medical practitioner.

This housing policy ensures that housing assistance through the Independent Living Centre is made available to band members in a fair and equitable manner and will benefit the community as a whole.

The Independent Living Centre housing program provides rental accommodation in a 10-unit apartment complex; both common areas and individual units meet accessibility requirements. Atikameksheng Anishnawbek constructed the complex using funds borrowed from a bank through Canada Mortgage and Housing Corporation's (CMHC) Section 95 Housing Program. Atikameksheng Anishnawbek and CMHC partnered to secure a mortgage (loan) for the construction of the complex and Aboriginal Affairs and Northern Development Canada (AANDC) provided a Ministerial Loan Guarantee for loan security. Atikameksheng Anishnawbek entered into an operating agreement with CMHC; under this agreement CMHC provides Atikameksheng Anishnawbek with a monthly subsidy to assist with financing and on-going operating costs until the mortgage is paid in full.

Tenants occupying Independent Living Centre units pay rent and Atikameksheng Anishnawbek and/or CMHC provide a monthly subsidy to repay the borrowed funds and pay for the on-going operating costs of these units.

Atikameksheng Anishnawbek administers additional band owned rental units through the Rental Housing Program and the Rent-to-Own Housing Program (rental with an option to purchase). The policies for these programs are available from the housing coordinator.

Date Approved:

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Approval Initials:

Chief and Council has reviewed the administration of housing services and have approved this Independent Living Centre housing program policy.

2 Mission Statement

To generate and maintain housing stock appropriate to meet the needs of Atikameksheng Anishnawbek membership. The well being of the community is enhanced through safe, secure and affordable housing.

3 Housing Goals

- 3.1 The goals of the Atikameksheng Anishnawbek Independent Living Centre housing program are to:
- a) Address the need and demand for adequate housing by allocating housing assistance in an equitable manner; and
 - b) Provide band members with housing that meets the minimum standards of health and safety; and
 - c) Protect and extend the life of Independent Living Centre housing through maintenance, repair, inspection, and insurance policies; and
 - d) Share the responsibility for Independent Living Centre housing between Atikameksheng Anishnawbek and the tenants.
- 3.2 Priorities within these housing goals are established by Council.

4 Definitions

- “**AANDC**” means Aboriginal Affairs and Northern Development Canada formerly known as Indian and Northern Affairs Canada (INAC).
- “**Appeal**” means an option for applicants or tenants who wish to appeal any decision made under this housing policy. The appeal process provides for a review of information and verification that decisions made were in compliance with the housing policy and community housing goals and priorities.
- “**Appeals and Redress Committee**” means the committee which shall hear an appeal of a housing program decision as submitted by an applicant/tenant according to the terms and conditions of this housing policy.

- **“Applicant” or “applicants”** means the person(s) applying for assistance through this program.
- **“Arrears”** means rental or other payments owed to Atikameksheng Anishnawbek that are late or overdue.
- **“Atikameksheng Anishnawbek”** means Atikameksheng Anishnawbek or Whitefish Lake First Nation.
- **“Atikameksheng Anishnawbek Reserve”** means the Atikameksheng Anishnawbek reserve lands.
- **“Band” or “the band”** means Atikameksheng Anishnawbek.
- **“Band member” or “member”** means an individual who is a registered status Indian in accordance with the Indian Act and a member of Atikameksheng Anishnawbek.
- **“CMHC”** means Canada Mortgage & Housing Corporation.
- **“Community” or “the community”** means Atikameksheng Anishnawbek.
- **“Council”** means the Atikameksheng Anishnawbek Chief and Council.
- **“Due diligence”** means to take reasonable care to confirm all of the facts and investigate all relevant aspects of an action before moving forward (e.g. eviction).
- **“Eviction”** means the legal action taken by Atikameksheng Anishnawbek to remove a tenant from an Independent Living Centre unit for failure to honour the conditions of their rental agreement.
- **“Health and safety standards”** means the minimum requirements for housing that are related to public health as defined in the Ontario Public Health Standards and safety and structural efficiency as defined in the Ontario Building Code.
- **“Housing Committee”** means an ad hoc committee set up by Chief and Council to provide advice on specific Atikameksheng Anishnawbek housing delivery and administration activities.
- **“Housing coordinator”** means the band administrative body/unit responsible for delivery and administration of Atikameksheng Anishnawbek housing programs and services as outlined within this housing policy.
- **“Mental disability”** means having any mental or psychological disorder or condition, emotional or mental illness, as diagnosed by a certified medical practitioner, which limits facets of daily living and/or requires special services.
- **“Ministerial Loan Guarantee”** means a guarantee provided by Atikameksheng Anishnawbek which is used as security for a bank mortgage.
- **“National Occupancy Standards” (NOS)** means the number of bedrooms a household requires based on the household size and composition. Enough bedrooms based on NOS requirements means one bedroom for each cohabiting adult (18 years of age and over) couple, each non-cohabitating household member 18 years of age and over, same-sex pair of children under age 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.
- **“Physical disability”** means having any physiological disease or impairment or anatomical loss which limits the physical function of limbs or fine/gross motor ability, as diagnosed by a certified medical practitioner, which limits facets of daily living and/or requires special services.
 - **“Qualifying member”** and **“qualifying applicant”** means a band member or applicant who meets the eligibility criteria for housing assistance under this housing policy.
 - **“Rent”** means the amount paid or required to be paid by a tenant to Atikameksheng Anishnawbek for the right to occupy an Independent Living Centre unit.
 - **“Rental agreement”** or **“agreement”** means a written agreement between Atikameksheng Anishnawbek and a tenant for the right to occupy an Independent Living Centre unit, and includes any renewal of such an agreement.
 - **“Security deposit”** means a deposit paid by the tenant to Atikameksheng Anishnawbek equal to one month rent to cover losses to Atikameksheng Anishnawbek that may occur during tenancy (i.e. damage to the unit).
 - **“Senior”** means a registered member of Atikameksheng Anishnawbek who is 50 years of age or older.
 - **“Subsidy”** means the difference between the amount of rent paid by the tenant and the actual costs to Atikameksheng Anishnawbek to operate the housing program.
 - **“Tenant”** or **“tenants”** means a person or persons who enter into a rental agreement with Atikameksheng Anishnawbek in return for the right to occupy an Independent Living Centre unit.
 - **“Unit”** means the Independent Living Centre unit owned by Atikameksheng Anishnawbek and/or occupied by the tenant.
 - **“Working days”** means business days between and including Monday to Friday and excluding public holidays and weekend (i.e. Monday to Thursday is four working days).

5 Policy Administration

- 5.1 This policy applies to:
- a) All existing and future Independent Living Centre units located within Atikameksheng Anishnawbek reserve lands; and
 - b) All individuals who have made or will make an application for an Independent Living Centre unit within Atikameksheng Anishnawbek reserve lands; and
 - c) All individuals currently occupying an Independent Living Centre unit.
- 5.2 The housing coordinator is responsible for the day-to-day administration and enforcement of all housing programs and services.

6 Amendments to the Housing Policy

- 6.1 Where amendments to this housing policy are required the housing coordinator shall present proposed amendments to this housing policy to Council for approval.
- 6.2 Proposed amendments shall be posted publicly at the administration office for 30 days and included in the community newsletter to allow for community input.
- 6.3 Council may consult with the housing coordinator and/or band members to discuss the nature of any proposed amendments.
- 6.4 Where the Council approves the policy amendment this shall be noted in the Council meeting minutes. Amendments take effect the date they are approved by Council. The decision of Council shall be final.
- 6.5 Where the policy amendment is approved the housing coordinator shall note the amendment on a policy amendment list in the format noted below; the policy amendment list shall precede the table of contents. Amendments are numbered consecutively by date of approval by Council until such a time that a new issue of the policy is released which contains all of the amendments listed. The reissued policy shall be identified by date and each reissue cancels and replaces all previous issues.

6.6 Policy Amendment List

Amendment Number	Approval Date	Description

- 6.7 Where the policy amendment relates to a rent increase, the housing coordinator

shall notify tenants in writing a minimum of 90 days prior to the effective date of the rental increase.

7 Roles and Responsibilities

7.1 Band Members

7.1.1 As members of Atikameksheng Anishnawbek each person is encouraged to contribute their views on existing and future housing programs and services.

7.1.2 Band members are encouraged to support implementation and enforcement of the housing policy approved by Chief and Council.

7.2 Chief and Council

7.2.1 As elected officials, Chief and Council are the decision-making body of the community and shall have the final decision-making authority for all housing program and services.

7.2.2 Council is responsible to:

- a) Approve strategic plans and all budgets related to the delivery and administration of housing programs and services; and
- b) Ensure all housing programs and services are provided; and
- c) Approve all housing policies and related regulations. When considering new policies or changes to existing policies, Chief and Council shall provide an opportunity for the membership to share their views on such policies; and
- d) Support housing policy enforcement.

7.3 Housing Committee

7.3.1 The housing committee shall be an ad hoc committee (set up to carry out a particular task) appointed by Council and be comprised of 6 band members (2 youth aged 18 – 29, 2 adults aged 30-49 and 2 seniors/Elders 50 years of age and older) and 2 portfolio Council members. The Council member that holds the housing portfolio shall act as the Chairperson.

7.3.2 The housing committee shall approve applications for Independent Living Centre housing.

7.3.3 The housing committee shall not be involved in the day-to-day delivery or administration of housing programs and services.

7.4 Housing Coordinator

The key responsibilities of the housing coordinator are to:

- a) Administer the Independent Living Centre unit housing program by applying the program policies; and
- b) Review all applications for Independent Living Centre housing to ensure completeness and eligibility; and
- c) Carry out or oversee maintenance and repairs in a cost-effective manner; and
- d) Monitor the effectiveness of housing policies and programs; and
- e) Recommend changes in policy as needed and review housing goals and priorities annually; and
- f) Prepare annual and other reports as required to Council on the activities of the housing coordinator; and
- g) Prepare annual budget requests for the approval of Council; and
- h) Plan and carry out community meetings on housing programs or services; and
- i) Provide information and counselling for tenants who require assistance in understanding and assuming their housing responsibilities.

7.5 Appeals and Redress Committee

The Appeals and Redress Committee is an independent body comprised of AA members that is at arms length from Council and the housing coordinator. The committee shall hear appeals of a rental housing program decision as submitted by an applicant/tenant according to the terms and conditions of this housing policy.

7.6 Tenant

The key responsibilities of the tenant are to:

- a) Sign a rental agreement and meet the conditions of the agreement which include, but are not limited to, making monthly rent payments, paying other housing charges as required, correcting tenant damage, and keeping the unit free of health and safety hazards; and
- b) Provide the housing coordinator with confirmation of family composition (persons occupying the unit) at least annually or immediately upon a change of occupants, in a format as required by the housing coordinator and as detailed within the occupancy requirements section of this housing policy; and
- c) Notify the housing coordinator of any required maintenance or repairs that are the responsibility of the band (as described in the rental

- agreement); and
- d) Participate in unit condition inspections/assessments as described in this housing policy; and
- e) Inform the housing coordinator of all planned absences from the unit; and
- f) For eligible units, provide verification of household income (income of all persons who occupy the unit) annually or within 30 days of a change, in a format as required by the housing coordinator and as detailed within this housing policy; and
- g) Not interfere with or unreasonably disturb another tenant and not jeopardize the health or safety or lawful right of another tenant or the band.

8 Appeals

8.1 Grounds for an Appeal

An applicant/tenant may appeal a decision made under this housing policy where the appeal falls under one or more of the following categories:

- a) The policy was not applied which impacted the outcome of the decision being appealed; and/or
- b) There was a lack of procedural fairness which impacted the decision being appealed (i.e. any procedural error, improper investigation, or discrimination); and/or
- c) New information has come to light rendering the original decision unreasonable in light of the new information presented; and/or
- d) The policy is unreasonable (i.e. the policy cannot be rationally supported or there is a defect in the policy which is immediate and obvious).

8.2 Submitting the Appeal

- 8.2.1 An applicant/tenant who wishes to appeal a decision made under this housing policy shall submit their appeal in writing to the housing coordinator within five (5) working days of having been advised of the decision which they are appealing.
- 8.2.2 The applicant/tenant shall submit a notice of appeal (refer to Appendix A for a copy of the notice). The notice of appeal form is available from the housing coordinator.
- 8.2.3 The housing coordinator shall acknowledge receipt of the appeal to the applicant/tenant, by telephone to the number provided in the notice of

appeal and in writing, within five (5) working days of receipt of the appeal and shall confirm to the applicant/tenant the date of the appeal review.

8.3 Reviewing the Appeal

8.3.1 The Appeals and Redress Committee shall review the appeal within ten (10) working days of receipt of the appeal.

8.3.2 Five (5) working days before the committee meeting to hear the appeal, the housing coordinator shall present the appeal documentation to the committee and shall confirm the related housing policies and the processes that were followed regarding the decision that is being appealed.

8.3.3 During the committee meeting and where asked to do so, a verbal presentation may be made by the housing coordinator and/or the applicant/tenant; such individuals shall only be allowed in the meeting for the time needed to make the presentation.

8.3.4 In considering the appeal the committee shall decide whether the decision being appealed was made according to the housing policy, without bias or favoritism and without error in interpretation of the housing policy or community bylaws.

8.4 Appeal Decision

8.4.1 On completion of the review of the appeal, the committee shall provide confirmation of their decision to the housing coordinator within two (2) working days to confirm either:

- a) The decision being appealed has been revised in favour of the applicant/tenant; or
- b) The housing policy was followed and there are no reasonable grounds for an appeal.

8.4.2 The housing coordinator shall provide written confirmation to the applicant/tenant to confirm the committee's decision regarding the appeal within four (4) working days of the appeal meeting.

8.4.3 The housing coordinator shall take action as advised by the committee regarding the appeal.

8.4.4 Where the committee has confirmed that the decision being appealed has been revised in favour of the applicant/tenant and where the appeal is based on the grounds that the policy is unreasonable, the committee shall direct the housing coordinator to make an amendment to the housing policy in the matter of the decision being appealed.

8.4.5 The decision of the committee shall be final and no other appeal shall be heard.

9 Eligibility Criteria

9.1 Letter of Interest

To be eligible for this program, an applicant shall have submitted a letter of interest to the housing coordinator (refer to the section on the application process within this policy).

9.2 Applicant Eligibility

In order to be eligible for a unit when it becomes available, an applicant shall meet the following criteria:

9.2.1 Shall be a registered member of Atikameksheng Anishnawbek.

9.2.2 Shall be either:

a) 50 years of age and older; or

b) 18 years of age and older with a permanent physical or mental disability as confirmed in writing by a certified medical practitioner. Where a person with a physical or mental disability is under the care of a caregiver, the housing coordinator may allow the caregiver to apply that person's behalf.

9.2.3 Shall complete an application for Independent Living Centre housing (refer to Appendix B).

9.2.4 Shall meet the family size required for the available unit.

9.2.5 An applicant with rental arrears and/or outstanding accounts (money owing) to the band is not eligible to apply for Independent Living Centre housing until either:

a) The rental arrears/outstanding accounts have been paid in full; or

b) With the exception of an outstanding account related to tenant damage, the applicant has entered into an arrears recovery agreement with the housing coordinator and has paid the agreed upon monthly instalments on the due date of the instalments for a minimum of six consecutive months; or

- c) Where the outstanding account relates to tenant damage to a band Independent Living Centre or other band rental unit, this outstanding account must be paid in full in order to be eligible.

9.3 Unit Size (Number of Bedrooms)

The following eligibility criteria for unit size shall apply:

- a) A single tenant with a disability which requires storage for medical equipment shall be eligible for a 2 bedroom unit; and
- b) A single tenant with a disability who requires a full-time live-in caregiver or an overnight attendant shall be eligible for a 2 bedroom unit; and
- c) An applicant with a spouse/partner may be eligible to apply for a 2 bedroom unit.

10 Selection Criteria – Priority for Independent Living Centre Housing

10.1 Independent Living Centre housing shall be awarded to those applicants who score the highest priority rating within the group of applicants for the available unit(s). Priority is determined based on the selection criteria for Independent Living Centre housing which may include priority consideration for an applicant who is:

- a) Homeless (a person who lacks permanent housing); and/or
- b) Experiencing health problems directly related to their current place of residence as confirmed by a certified medical practitioner; and/or
- c) Living in an over-crowded situation according to the National Occupancy Guidelines as defined in this housing policy; and/or
- d) Over-housed in a band-owned rental unit (where the number of permanent occupants in the unit household equals fewer persons than the number of bedrooms required according to the recommended occupancy guidelines noted within this policy).

10.2 If in the opinion of the housing committee, the priority rating and all other eligibility criteria are confirmed to be equal, such applications shall be subject to a draw to select the successful application.

11 Application Process

11.1 Letter of Interest

11.1.1 A band member who is interested in applying to occupy an Independent

- Living Centre unit shall submit a letter of interest to the housing coordinator every year, after January 1st, in order to be considered when a unit becomes available.
- 11.1.2 The letter of interest, which must be signed and dated, must include the following:
- a) The band member's full name; and
 - b) The band member's full mailing address; and
 - c) The band member's telephone contact information; and
 - d) The number of family members, including age and gender, that would occupy the unit; and
 - e) The band member's Atikameksheng Anishnawbek band registry number.
- 11.1.3 Within 30 days of receipt of the letter of interest, the housing coordinator shall send a written notice to the band member to confirm that they have been added to the housing list and the period of time they shall remain on the list.
- 11.1.4 Where the applicant does not receive approval for an Independent Living Centre unit during the calendar year and is still interested in doing so, the band member is responsible to complete and submit a new letter of interest annually after January 1st of each year.
- 11.1.5 The housing coordinator shall maintain an historical record of the letters of interest submitted by band members.
- 11.1.6 After December 31st of each year, and within 60 days, the housing coordinator shall dispose of all letters of interest being held in a secure manner (i.e. shredding).
- 11.2 Submitting an Application
- 11.2.1 When a unit becomes available, the housing coordinator shall forward an application to band members who have submitted a letter of interest (refer to Appendix B for a copy of the application).
- 11.2.2 The housing coordinator shall confirm the deadline for the band member to return the completed application.
- 11.3 Completing an Application
- As part of completing the application, an applicant:
- 11.3.1 Shall provide written verification of gross household income (e.g. letter from current employer/pay stubs, EI or pension benefits statements, and/or Canada Revenue Agency notice of assessment, or T-4/T-4E) in

order to confirm their ability to afford the cost of housing or, where applicable, to confirm their eligibility for a rental subsidy.

- 11.3.2 May be required to complete an affordability analysis with the housing coordinator in order to confirm their ability to manage the monthly rental payments.

11.4 Receipt and Review of an Application

11.4.1 An application shall be received at the band administration office and entered into the central registry system by date received. The application shall be passed to the housing coordinator.

11.4.2 Within 10 days of receipt of the application, the housing coordinator shall review the application to:

- a) Confirm the application is complete and includes all of the required information; and
- b) Confirm eligibility in accordance with the housing policy; and
- c) Provide written notification to the applicant to confirm or comment on eligibility; and
- d) Where the application is eligible and complete, the housing coordinator shall enter the application on the wait list for housing to be considered as a unit becomes available.

11.4.3 The housing coordinator shall keep a written record of its application review and the reasons for acceptance or rejection based on eligibility and completeness of the application.

11.4.4 In advance of the housing committee meeting to review/approve applications for an available unit, the housing coordinator may contact the applicant being considered for the unit to confirm the applicants' eligibility for the unit.

11.4.5 The housing coordinator shall submit the applications (band member names shall be removed) based on the priority ranking of the application to the housing committee for approval.

11.4.6 The housing coordinator shall maintain the applicant file in a secure location (i.e. central registry) with access only by authorized representatives of the band.

11.5 Incomplete Application

An incomplete application (not fully completed as required and/or supporting documentation not included) or an application that is unreadable shall be either:

- a) Returned to the applicant; or

- b) The housing coordinator may contact the applicant to confirm the information required to complete the application. The housing coordinator shall confirm the deadline for the applicant to provide the missing information. Any incomplete applications held by the housing coordinator shall be considered inactive until such time as the applicant provides the missing information.

11.6 Offering of an Independent Living Centre Unit

- 11.6.1 Where the housing committee has approved an application the housing coordinator shall contact the successful applicant by phone and in writing, using the contact information provided in the application, within 5 working days of being selected for a unit.
- 11.6.2 An approved applicant shall have 5 working days to confirm acceptance of the unit and to make arrangements for an in-person meeting with the housing coordinator to sign the required documentation. Failure by the applicant to confirm acceptance within 5 days shall result in the application being returned to the wait list.
- 11.6.3 An approved applicant shall provide payment of the first month's rent plus the security deposit at the time the rental agreement is signed.

11.7 Disposal of an Application

After December 31st of each year, and within 60 days, the housing coordinator shall dispose of all applications being held in a secure manner (i.e. shredding).

12 Security Deposit

- 12.1 The housing coordinator shall hold as security against possible debt or damage that may be caused during the tenancy a security deposit equal to one months rent for the unit.
- 12.2 The security deposit is to be paid by the tenant to the housing coordinator prior to taking occupancy of the unit.
- 12.3 On termination of the rental agreement the balance of the security deposit less any costs incurred by the housing coordinator related to loss of rental income or tenant damage shall be reimbursed to the tenant by cheque within 30 days of termination of the rental agreement.

13 Rental Agreement

13.1 Rental Agreement

- 13.1.1 The rental agreement (the agreement) is administered in accordance with the terms outlined in the rental agreement, this housing policy and the applicable band laws and regulations. The agreement outlines the terms and conditions of the tenancy and; the housing policy, band laws and regulations form part of this rental agreement. A copy of the agreement is included in Appendix C.
- 13.1.2 After the first year of occupancy, the rental agreement shall continue thereafter from month to month until the agreement is terminated.

13.2 Signing of the Rental Agreement

- 13.2.1 After the application for Independent Living Centre housing has been approved, and prior to occupancy, the housing coordinator shall complete an in-person meeting with the tenant to explain all aspects of the Independent Living Centre housing program and the rental agreement. The housing coordinator shall review the responsibilities of the band, all rules imposed on the tenant, charges payable by the tenant and consequences for breach of the rental agreement and/or the housing policy. A record of this meeting shall be made and retained on the tenant file.
- 13.2.2 The rental agreement shall be signed and each page initialed by both the housing coordinator and the tenant prior to the tenant taking occupancy of the unit.
- 13.2.3 As a condition of signing the rental agreement, the applicant shall provide to the housing coordinator payment of the first month's rent and payment of a security deposit equal to one months rent.
- 13.2.4 On execution of the agreement and prior to occupancy, the housing coordinator shall provide to the tenant:
 - a) A copy of the rental agreement; and
 - b) A copy of the Independent Living Centre program policy; and
 - c) A copy of any by-laws, band rules and regulations that relate to the unit.
- 13.2.5 The housing coordinator shall notify the finance department of all new Independent Living Centre accounts.

13.3 Tenant Responsibilities

- 13.3.1 The tenant shall meet the terms and conditions of the rental agreement.
- 13.3.2 The tenant shall notify the housing coordinator of any required maintenance or repairs that are the responsibility of the band (as described in the rental agreement) and shall participate in the move-in/move out inspections and/or unit condition assessments as required by the housing coordinator and as described in this policy.
- 13.3.3 Where the rental agreement lists more than one adult as tenant and where an adult tenant so listed vacates the unit the remaining tenant(s) shall notify the housing coordinator of the change in tenants so that the housing coordinator can amend the tenants listed on the rental agreement.
- 13.3.4 Where a tenant has allowed another individual(s) who is not listed on the rental agreement to occupy the unit without prior written approval from the housing coordinator, or where the housing coordinator has denied a request from the tenant to allow another individual to occupy the unit, and the unauthorized individual(s) remain in the unit, this shall be a breach of the rental agreement. In such cases the housing coordinator reserves the right to terminate the agreement and have the tenant and all occupants vacate the premises (refer to the occupancy requirements section of this policy).

14 Independent Living Centre Features

14.1 Safety Features

- 14.1.1 Smoke/heat and carbon monoxide detectors are provided in each unit and in the building common areas and work/storage rooms as required.
- 14.1.2 A two-way intercom system is located at the front entrance to communicate with visitors and provide them with access to the building.
- 14.1.3 Automatic self-closing and self-locking doors are installed at all building entrances.
- 14.1.4 Exit signs are in place at the end of each hallway.

14.2 Common Room

- 14.2.1 A common room is available for use by the tenants. The tenant shall obtain prior approval from the band administration office to use the common room.
 - 14.2.2 The tenant and persons invited to the common room shall conduct themselves in a responsible manner with regard to the right to peaceful enjoyment of other tenants in the building. Any complaint related to noise or unlawful/illegal activity shall result in the tenant and other persons in the common room being required to immediately vacate the premises. In all cases, the common room must be vacated by 11:00 p.m.
 - 14.2.3 The tenant shall be responsible to remove debris/garbage and generally clean the common room within 12 hours of having vacated same.
 - 14.2.4 The tenant shall be held responsible for any damage to the common room during their use (refer to the section on tenant damage contained within this housing policy).
- 14.3 Laundry Room
- 14.3.1 Laundry facilities (washer and dryer) are provided for the use of the tenants only.
 - 14.3.2 Laundry facilities are available from 7:00 a.m. to 11:00 p.m.
- 14.4 Wagon
- 14.4.1 A wagon (i.e. for use to carry groceries/supplies from the front entrance to the tenant unit) is provided for the use of the tenants only.
 - 14.4.2 The wagon shall be located in the common room and tenants shall return the wagon to the common room after use.
- 14.5 Garbage
- 14.5.1 A garbage room is located at the northeast end of the building.
 - 14.5.2 The tenant shall place all garbage in the containers required by the band in the garbage room.
- 14.6 Parking
- 14.6.1 The tenant shall have one parking spot with one receptacle outlet for their use and the tenant shall park in the assigned space only.
 - 14.6.2 The tenant shall not keep or store any vehicle on the property unless the vehicle has current and appropriate automobile insurance and registration papers.

14.6.3 The tenant shall not use the parking area or any part of the property to repair vehicles.

14.7 Restricted Areas

14.7.1 The tenant shall not use throughways at the rear of the Independent Living Centre.

14.7.2 The tenant shall not drive on any portion of the property other than the designated parking lot; thruways at rear of building are not to be used by tenants.

14.7.3 The tenant shall not drive on or enter septic system areas.

15 Tenant Counselling

15.1 The housing coordinator shall arrange a meeting with the tenant annually or on an as-needed basis to discuss the roles and responsibilities of the housing coordinator and the tenant, to review the rental agreement and the housing policy, to confirm household composition and/or to review housing issues or concerns.

15.2 The housing coordinator shall provide a 14 day advance written notice to the tenant requesting a meeting at a mutually agreeable date, time and location. The notice shall confirm the reason for the meeting.

15.3 The tenant may request a meeting with the housing coordinator at any time to discuss the roles and responsibilities of the housing coordinator and the tenant, to review the rental agreement and the housing policy, and/or to review housing issues or concerns.

16 Occupancy Requirements

16.1 Occupancy Guidelines

Based on the information provided in the Independent Living Centre housing application and confirmed by the housing coordinator, the following guidelines shall determine the unit type (number of bedrooms) an applicant is eligible for based on the National Occupancy Guidelines definition of suitable housing which means housing that has enough bedrooms for the size and make-up of the tenant's household, according to National Occupancy Standard (NOS) requirements. Enough bedrooms based on NOS requirements means one bedroom for:

- Each cohabiting adult (18 years of age and over) couple; and
- Each non-cohabiting household member 18 years of age and over; and
- Same-sex pair of children under age 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. These guidelines shall recognize family court orders requiring a bedroom for visiting children where the tenant has joint custody and the children resides with the tenant 50% of the time or more.

16.2 Authorized Occupants

- 16.2.1 Only occupants listed in the rental agreement signed by the tenant and the housing coordinator are authorized to occupy the unit.
- 16.2.2 The tenant shall provide verification of household composition (number of persons occupying the unit) annually, or as requested, to the housing coordinator.
- 16.2.3 Where the tenant wishes to have an additional occupant who is not listed in the rental agreement live permanently in the unit they shall make a written request to the housing coordinator. The request shall provide detail on the additional person including age and gender. Submission of such a request does not guarantee approval.
- 16.2.4 Where the tenant fails to request approval from the housing coordinator to allow an additional occupant, or, where the housing coordinator has denied the request and the tenant permits an unauthorized occupant to remain in the unit, this shall be a breach of the rental agreement and the housing coordinator reserves the right to terminate the agreement and have the tenant and all occupants vacate the premises.

16.3 Guests

- 16.3.1 A tenant shall be permitted to allow a guest (a person who is not listed in the rental agreement) to occupy the unit on a temporary basis of a period not to exceed 30 consecutive days.
- 16.3.2 Where the tenant wishes for the guest to remain longer than 30 consecutive days, the tenant shall submit a written request to the housing coordinator requesting approval to do so. The following shall apply:
 - a) Where the housing coordinator determines that continued occupancy by the guest creates an overcrowded situation, the request shall be denied; and/or
 - b) Where the housing coordinator approves the request the additional period of temporary occupancy by the guest shall be confirmed in

writing by the housing coordinator and this period shall not be exceeded. The tenant shall be responsible for the conduct of their guest which must be in accordance with the terms of the rental agreement and this housing policy; and/or

- c) Where the housing coordinator denies the request they shall notify the tenant in writing and the occupancy requirements as detailed within this housing policy shall be applied.

17 Rent Payments and Other Housing Charges

All tenants are expected to contribute toward the cost of housing. Funds collected as rent payments shall be used to protect the band's investment in rental housing and to maximize housing resources.

17.1 Rental Levels

- 17.1.1 Rent for a one bedroom unit shall be the greater of \$285.00 or 25 % of the households gross annual family income to a maximum of \$425.00.
- 17.1.2 Rent for a two bedroom unit shall be the greater of \$335.00 or 25% of the households gross annual family income to a maximum of \$500.00.
- 17.1.3 Rent includes hydro, heat and water, garbage disposal and recycling.

17.2 Rent Payments

- 17.2.1 Rent is due to be paid by the tenant to the band monthly on the 1st day of each month.
- 17.2.2 The housing coordinator shall give the tenant written notice of rent payment increases at least sixty (60) days prior to the effective date of the rental increase.
- 17.2.3 The housing coordinator shall, on an annual basis, provide the tenant with a written statement of account confirming payments received and/or payable for the previous calendar year.

17.3 Methods of Rent Payment

- 17.3.1 Cash/Money Order/Certified Cheque/Interac Debit
Payments can be made by cash, certified cheque, money order or Interac debit and shall be submitted in person at the band office or by mail. Certified cheques or money orders are to be made payable to Atikameksheng Anishnawbek. Tenants shall receive a receipt for payments made by cash, money order, certified cheque or Interac debit.

17.3.2 Pre-Authorized Debit

The tenant may use a pre-authorized debit to provide the band with the written authority to withdraw the regular monthly rental payment from the tenant's bank account. The tenant shall be mailed a receipt for payments made by pre-authorized debit.

17.3.3 Social Assistance Recipients

Where the tenant is in receipt of social assistance and is eligible for the shelter component, the shelter component shall be automatically transferred to the housing account on behalf of the social assistance client on a monthly basis.

17.4 Other Housing Charges

A tenant is responsible to pay all installation fees and monthly payments for telephone, cable, internet and any other amenities to which the tenant may subscribe or install, unless otherwise indicated in the rental agreement.

18 Rent Collection

18.1 Account in Arrears

18.1.1 Rent is due to be paid by the tenant to the band monthly on the 1st day of each month. If rent is not paid on the 1st day of the month the rent shall be considered in arrears unless otherwise stated in the rental agreement.

18.1.2 For accounts in arrears rent collection procedures shall commence on the 5th working day of the month. All written notices and attempts to contact the tenant by phone made by the housing coordinator shall be dated and recorded on the tenant file.

18.2 Collection Process

18.2.1 First Notice - A first notice shall be sent to the tenant on the 5th working day of the first month the payment is missed. The tenant shall be advised to pay the outstanding rent in full or make an appointment with the housing coordinator to discuss the late payment and to make arrangements for payment of the arrears. The housing coordinator shall also make two attempts to contact the tenant by telephone to resolve the arrears situation and shall record the date, time and summary of any telephone contact with the tenant on the tenant file.

18.2.2 Second notice – If, on the last working day of the month, the rent is still in arrears either in part or in full or, the tenant has not entered into an

- arrears recovery agreement (refer to Appendix D) a second written notice shall be sent on the 1st day after the second payment has been missed. The notice shall confirm the tenant has 10 working days, as of the day after the notice was issued, to pay the arrears in full or to meet with the housing coordinator and enter into a written arrears recovery agreement to repay the arrears over a mutually agreed upon amount of time. The notice shall confirm that failing to repay the arrears in full/enter into an arrears recovery agreement (refer to the section on arrears recovery agreements contained within this policy) shall result in the housing coordinator issuing a termination of tenancy notice/eviction. The housing coordinator shall make at least two efforts to contact the tenant by telephone to resolve the arrears before the end of the 10 day period.
- 18.2.3 Where the tenant meets with the housing coordinator, the housing coordinator shall identify options available to the tenant to resolve the arrears. Where the housing coordinator is aware of band resources/support that may assist the tenant in resolving the arrears, the housing coordinator shall advise the tenant and shall offer to speak to the band department on behalf of the tenant. Where the tenant agrees, the tenant shall sign a waiver authorizing the housing coordinator to share information related to the tenant's account/default with the band department.
- 18.2.4 Third and final notice - 10 day notice to terminate tenancy/eviction. If by the 11th working day of the second month the tenant has neither paid the arrears in full nor entered into an arrears recovery agreement to repay the arrears, a 10-day notice to terminate tenancy, as of the day after the notice was issued, shall be issued to the tenant (refer to the section of this policy that deals with termination of the rental agreement).
- 18.2.5 The final notice shall either:
- a) Be delivered by hand to an adult person living in the unit; or
 - b) Shall be posted to the front door of the unit with a third-party as witness to the delivery of the notice.
- 18.2.6 The housing coordinator shall cease the termination of tenancy action only where the tenant pays the total accumulated amount of rent arrears on the account in full by cash or bank draft before the expiration of the 10 day notice period. An arrears recovery agreement shall not be accepted.
- 18.2.7 If after 10 days the tenant fails to pay the rent arrears in full, the housing coordinator shall request sign-off of the termination of tenancy/eviction notice by the Director of Operations and the Public Works Manager; as

part of the request the housing coordinator shall demonstrate that the policy was applied and due diligence was conducted. The housing coordinator shall then proceed with termination of the rental agreement (eviction) and shall notify Council in writing that this action is being taken.

18.3 Arrears Recovery/Repayment Agreement

- 18.3.1 The housing coordinator can agree to temporarily stop the collection process if the tenant agrees to enter into a written agreement to repay the arrears (refer to Appendix D). The arrears recovery agreement (the agreement) shall include the amount of each payment installment and the date the payment is due. Where such an agreement is entered into the tenant shall pay a minimum of 15% of the account arrears by cash, money order, certified cheque or Interac debit on the date the agreement is entered into.
- 18.3.2 The agreement shall include the amount of each payment installment and the date the payment is due.
- 18.3.3 The agreement shall be signed by the tenant, the Chief and the Director of Operations and shall be witnessed by the housing coordinator. The tenant shall be provided with one copy of the signed agreement and a second copy shall be kept on the tenant file.
- 18.3.4 If the tenant fails to honour the agreement, the collection procedures for rental arrears shall start immediately after an arrears payment is not made as agreed.

18.4 Persistently Late Payments

- 18.4.1 Where the tenant is persistently late with/fails to make their rental payment as agreed, this is a violation of the terms of their rental agreement and the housing policy and may result in eviction.
- 18.4.2 After the fourth instance where a tenant is late and/or has failed to make their rental payment as agreed, the housing coordinator shall schedule a meeting with the tenant to review the consequences of failing to honour their payment responsibilities.
- 18.4.3 The housing coordinator shall provide written confirmation to the tenant that, if there is a fifth instance where the housing payment is late and/or not made as agreed, the sixth payment violation shall result in the housing coordinator proceeding with termination of tenancy (eviction).

19 Termination of the Rental Agreement/Eviction

19.1 Termination by the Tenant

19.1.1 The tenant may terminate their rental agreement by giving ninety (90) days written notice to the housing coordinator. The notice (refer to Appendix E) shall confirm: the address of the unit, the date that the tenant shall vacate the unit, the tenant's agreement to continue to pay in full all rent and other housing charges as required under the terms of the rental agreement until the end of the calendar month that the notice is provided, and shall be signed by the tenant(s) and dated.

19.1.2 The notice shall be delivered by hand or by registered mail to the housing coordinator, at least 5 days in advance of the 90 day notice period.

19.2 Termination by the Band

The housing coordinator, under the authority of this policy approved by Council, may terminate the rental agreement by giving written notice to the tenant (refer to Appendix F) where there has been a breach of the rental agreement (for cause), the housing policy and/or for any of the following:

19.2.1 Tenant knowingly gave false information to the band.

19.2.2 Tenant is in arrears or persistently late making the required rental payments.

19.2.3 Tenant or a person permitted on the property by the tenant has either:

- a) Significantly interfered with or unreasonably disturbed another tenant, a neighbouring occupant or the band; or
- b) Seriously jeopardized the health or safety or lawful right of another tenant, a neighbouring occupant or the band.

19.2.4 Tenant has engaged in illegal activity that has, or is likely to either:

- a) Damage the band's property; or
- b) Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant, a neighbouring occupant, or the band.

19.2.5 Tenant has, through willful damage or neglect, caused damage to the unit or property and either:

- a) Has not done the required repairs to the property after receiving the required notification from the housing coordinator; or
- b) Has not paid the housing coordinator for repairs carried out by the housing coordinator as a result of willful damage or neglect by the tenant or their guest(s).

- 19.2.6 Tenant has assigned, leased or sublet the unit.
 - 19.2.7 Tenant has permitted individual(s) not included in the rental agreement to occupy the unit.
 - 19.2.8 Tenant has abandoned the unit for a period longer than two (2) months without written notice to the housing coordinator.
 - 19.2.9 A tenant is operating a business out of unit.
- 19.3 Notification Process – Terminating Tenancy for Cause
- 19.3.1 Except in cases where the cause for termination/eviction is rental arrears as noted within this policy, prior to issuing the 60 day notice to terminate tenancy, the housing coordinator shall issue two (2) written notices to the tenant to confirm the breach of the agreement and/or housing policy and/or band bylaws.
 - 19.3.2 The first notice, which shall be signed and dated, shall include contact information and a deadline for the tenant to contact the housing coordinator to respond to and resolve the breach.
 - 19.3.3 Where the tenant meets with the housing coordinator, the housing coordinator shall identify options available to the tenant to resolve the breach. Where the housing coordinator is aware of band resources/support that may assist the tenant in resolving the breach, the housing coordinator shall advise the tenant and shall offer to speak to the band department on behalf of the tenant. Where the tenant agrees, the tenant shall sign a waiver authorizing the housing coordinator to share information related to the tenant’s account/breach with the band department.
 - 19.3.4 The second notice shall confirm that if the breach is not resolved to the satisfaction of the housing coordinator within the deadline noted therein, the 60 day notice to terminate tenancy/eviction shall be issued (refer to Appendix F).
- 19.4 Eviction Process
- 19.4.1 The housing coordinator shall request sign-off of the notice to terminate tenancy/eviction notice by the Director of Operations and the Public Works Manager; as part of the request the housing coordinator shall demonstrate that the policy was applied and due diligence was conducted. The housing coordinator shall then proceed with termination of the rental agreement (eviction) and shall notify Council in writing that this action is being taken.
 - 19.4.2 Termination of tenancy/eviction shall take place either:

- a) After the 10 day notice to terminate tenancy has been delivered to the tenant where the cause for termination/eviction is rental arrears as noted within this policy; or
 - b) After a 60 day notice to terminate tenancy has been delivered to the tenant where tenancy is being terminated for cause, other than rental arrears, as noted within this policy.
- 19.4.3 Eviction action shall be taken as a last resort in cases where the tenant has failed to resolve the breach of the rental agreement; this is an effort to provide every chance for settlement as opposed to removing the tenant from the unit.
- 19.4.4 Eviction action may be taken at any time during the year.
- 19.4.5 The written notice to terminate tenancy shall be issued by the housing coordinator within the timelines noted within this policy and such notice shall be provided by either:
- a) Handing the notice directly to the tenant; or
 - b) Securely attaching the notice to the door of the unit. A notice attached to the door is presumed to have been legally served on the third day after it is attached; or
 - c) Handing the notice to an adult who lives with the tenant.
- 19.4.6 The tenant shall be given fourteen (14) calendar days to vacate the unit.
- 19.4.7 Where the tenant does not vacate the unit at the required date defined in the termination of tenancy notice, the housing coordinator may arrange for the locks to be changed and the tenant's possessions to be removed from the premises.
- 19.4.8 Within 24 hours of the tenant vacating the unit, the housing coordinator shall arrange for a move-out inspection (refer to the section on move-out inspections within this housing policy) to evaluate the condition of the unit.
- 19.4.9 Upon termination of the rental agreement, the tenant shall be held responsible for rental arrears and any other expenses that the housing coordinator has incurred as a result of the termination of the agreement.
- 19.4.10 Where the reason for termination of the agreement is rental arrears, after the agreement has been terminated any offer of payment or settlement (either full or partial) made by the tenant to the housing coordinator or any agent assigned by the housing coordinator to carry out the eviction, is to be declined (acceptance of payment of rental arrears cancels eviction action and reinstates the rental agreement).
- 19.4.11 Any personal possessions left by the vacating tenant in the unit shall be stored by the housing coordinator for 30 days. The housing coordinator

shall attempt to serve notice to the former tenant to confirm the process to gain access to the storage unit to retrieve their possessions within the 30 day period. Possessions unclaimed by the tenant shall be disposed of as the housing coordinator determines. Any cost related to storage and/or disposal shall be charged to the former tenant.

- 19.4.12 If, six months after the eviction, the payment arrears and/or other unpaid housing charges have not been paid in full by the tenant, the housing coordinator shall submit the account to a collection agency.

20 Insurance

- 20.1 The band, through the housing coordinator, shall provide building insurance against damage to the unit structure by fire and other perils and shall provide commercial general liability and umbrella insurance. The band shall not provide contents/tenants insurance.
- 20.2 The tenant shall be responsible to obtain and pay the cost of insurance to cover contents/personal belongings.
- 20.3 Neither the band nor the housing coordinator is responsible for the contents/ personal belongings of the tenant.

21 Maintenance and Repairs

- 21.1 Tenant Responsibilities
- 21.1.1 The tenant is responsible for the day-to-day upkeep of the unit.
- 21.1.2 The tenant is responsible for the cost of all repairs required as a result of willful damage or neglect caused by the tenant or their guests.
- 21.1.3 The tenant is responsible to immediately report to the housing coordinator any accident, break or defect in interior plumbing, heating or electrical systems, or in any part of the home and its' equipment in general.
- 21.1.4 Where a tenant is requesting maintenance or repairs, the tenant shall complete a Request for Repairs form (refer to Appendix G) and shall submit the form to the housing coordinator.
- 21.1.5 The tenant is not permitted to alter or cause to be altered the locking system on any unit entry door.

- 21.1.6 The tenant may not remove from the unit any fixtures, sinks, bathtubs, or appliances.
 - 21.1.7 The tenant shall not make or authorize any alterations or additions to the unit, the building or the property.
 - 21.1.8 Any alterations, additions or improvements made by the tenant are subject to removal at the cost of the tenant, or, such improvements are owned by the band without any compensation to the tenant. The housing coordinator is not responsible for repairs related to any such alterations, additions or improvements.
 - 21.1.9 The band shall not hire or engage the services of the tenant to perform any alterations, renovations, or additions to the unit occupied by the tenant.
- 21.2 Band Responsibilities
- 21.2.1 The housing coordinator shall review with the tenant the roles and responsibilities for maintenance and repairs as outlined in the rental agreement.
 - 21.2.2 The housing coordinator is responsible to carry out maintenance and repairs to components of the unit including building structure and systems including heating, electrical and interior plumbing where either:
 - a) The maintenance or repair is required on a component that is original to the home at the time of occupancy; or
 - b) The component has reached the end of its serviceable life; or
 - c) The maintenance or repair is confirmed to be related to normal wear and tear.
 - 21.2.3 All maintenance and repair work overseen or carried out by the housing coordinator shall meet or exceed the requirements of the Ontario Building Code, band by-laws specifying building or other standards, and any other by laws, codes and regulation applicable to the project.
 - 21.2.4 All repair work shall be inspected by the housing coordinator or by the agency having jurisdiction.
 - 21.2.5 The housing coordinator shall keep a record of all repairs carried out on a unit including, reason for the repairs, and the date of the repair work, repair items and costs.
 - 21.2.6 The housing coordinator shall not repair or replace any damaged item where the damage is determined to be a result of willful damage or neglect on the part of the tenant, their guests except where the housing coordinator has agreed to carry out repairs as part of an agreement with the tenant to resolve tenant damage as described within this policy.

21.2.7 With the exception of repairs of an emergency nature or to respond to health and safety issues, or repairs required to address tenant health (as supported by a letter from a certified health professional), repairs shall be made only for a tenant whose account is not in arrears.

21.3 Emergency Repairs

21.3.1 The housing coordinator shall provide the tenant with a 24 hour emergency contact number to report emergency repairs.

21.3.2 The tenant is responsible to immediately report to the housing coordinator any emergency repairs.

21.3.3 The housing coordinator shall make every reasonable effort to respond to eligible emergency repairs within 24 hours of receiving notification from the tenant.

21.3.4 The housing coordinator shall arrange for an inspection to confirm the eligibility and nature of the emergency repair and arrange for the work to be completed.

21.3.5 The housing coordinator shall carry out emergency repairs where these repairs include:

- a) Any accident, break or defect in interior plumbing, heating or electrical systems, or safety features in any part of the home; and
- b) Any item that presents a hazard to the immediate health or safety of the tenant; and
- c) Any item required to prevent the loss of an essential service.

21.3.6 Where emergency repairs are confirmed by an inspection to be a result of willful damage or neglect on the part of the tenant, the housing coordinator shall complete the repairs and shall demand payment of the repair costs from the tenant. The housing coordinator may file a report of damages to the local police department.

22 Inspections

22.1 Inspection Reports

All inspection reports shall include:

- a) The general condition of the unit and property; and
- b) The date of the inspection; and
- c) Photographs of the unit on the date of the inspection; and
- d) Signature of the inspector and the tenant where applicable.

22.2 Annual Unit Condition Assessment

- 22.2.1 An occupied unit shall be assessed once a year; the unit shall be assessed to record the condition of the unit. The unit condition assessment shall be used to determine the need for any repairs, as well as to determine any misuse or negligence on the part of the tenant.
- 22.2.2 The housing coordinator shall send a notice to the tenant one week in advance of the planned annual assessment to confirm the date, time and purpose of the visit. 24 hours before the visit, the housing coordinator shall phone the tenant to remind them of the planned visit. If the tenant misses 2 consecutive scheduled visits, the housing coordinator representative shall enter the unit with or without the tenant on the 3rd attempt.
- 22.2.3 The housing coordinator shall complete a report that confirms the condition of the unit and property including any tenant damage. The report shall be reviewed and signed off by both the housing coordinator and the tenant. A copy of the unit condition inspection report shall be placed in the tenant's file (refer to Appendix H).

22.3 Move-In Inspection

- 12.1.1 The purpose of the move-in inspection is:
- a) To confirm the condition of the unit at move-in before the tenant takes occupancy and to be able to assess changes in the condition of the unit when the tenant vacates the unit; and
 - b) For the housing coordinator to review operational aspects of the unit (e.g. heating system) and perform a walk-through of the common areas with the tenant; and
 - c) For the tenant to obtain clarification on any questions regarding occupancy of the unit.
- 22.3.1 The housing coordinator shall offer the tenant 2 opportunities for the inspection to be completed on the day the tenant is entitled to occupy the unit or on another mutually agreed upon day before the tenant takes occupancy. The housing coordinator shall remind the tenant of the need to be present during the inspection to ensure they are able to represent their interest in case of dispute over alleged willful damage or neglect of the unit. The tenant shall be advised that failure to participate in the inspection may result in the tenant forfeiting any rights to dispute charges for repairs required as a result of willful damage or neglect.
- 22.3.2 Every effort shall be made to accommodate the tenant's preferred inspection date however the housing coordinator may complete the

- inspection and sign the unit condition report without the tenant if the housing coordinator has provided notice as required and the tenant does not participate on either occasion.
- 22.3.3 The housing coordinator shall complete a unit condition inspection report (refer to Appendix H) that confirms the condition of the unit including any deficiencies. The report shall be reviewed and signed off by both the housing coordinator and the tenant except where the tenant fails to participate in the inspection as noted above. A copy of the report shall be placed in the tenant's file.
- 22.4 Move-Out Inspection
- 22.4.1 Where the tenant vacates the unit, a move-out inspection shall be completed by the housing coordinator and tenant on the day the tenant vacates the unit or on another mutually agreed day.
- 22.4.2 The purpose of the inspection is to evaluate the condition of the unit and to determine any of the following:
- a) Any repairs required to return the unit to a marketable condition; and
 - b) Any repairs required as a result of willful damage or neglect on the part of the tenant, the tenant's pet(s) and/or their guests.
- 22.4.3 The housing coordinator shall offer the tenant 2 opportunities for the inspection and shall remind the tenant of the need to be present during the inspection to ensure they are able to represent their interest in case of dispute over alleged willful damage or neglect of the unit. The tenant shall be advised that failure to participate in the inspection may result in the tenant forfeiting any rights to dispute charges for repairs required as a result of willful damage or neglect.
- 22.4.4 Every effort shall be made to accommodate the tenant's preferred inspection date however the housing coordinator may complete the inspection and sign the physical condition report without the tenant if the housing coordinator has provided notice as required and the tenant does not participate on either occasion, or the tenant has abandoned the unit.
- 22.4.5 The housing coordinator shall complete a unit condition inspection report (refer to Appendix H). Both the housing coordinator and tenant shall sign the report and the tenant shall be given a copy; a copy of the report shall be placed in the tenant's file. Where the tenant does not participate in the inspection, the report shall be signed off jointly by two representatives of the band. Where the inspection confirms repairs are required as a result of willful damage or neglect by the former tenant, the

cost of such repairs shall be determined and the housing coordinator shall:

- a) Forward written confirmation to the former tenant, where a forwarding address has been provided/is known, and demand repayment of the repair costs; and/or
- b) Note the value of the repair costs as an account owing against the former tenant; and/or
- c) File a report of damages to the local police department.

22.4.6 Where the former tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former tenant shall not qualify for Atikameksheng Anishnawbek housing programs until such costs have been repaid in full.

22.5 Vacant Unit Inspection

22.5.1 The housing coordinator shall inspect any unit determined to have been left vacant by the tenant and at any time deemed necessary during the vacancy.

22.5.2 An inspection shall be completed and a written inspection report shall be prepared. A copy of the report shall be placed in the tenant's file (refer to Appendix H). Where the inspection confirms repairs are required as a result of willful damage or neglect by the former tenant, the cost of such repairs shall be determined and the housing coordinator shall:

- a) Forward written confirmation to the former tenant, where a forwarding address has been provided/is known, and demand repayment of the repair costs; and/or
- b) Note the value of the repair costs as an account owing against the former tenant; and/or
- c) File a report of damages to the local police department.

22.5.3 Where the former tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former tenant shall not qualify for Atikameksheng Anishnawbek housing programs until such costs have been repaid in full.

22.5.4 Where the unit is determined to have been abandoned the policy regarding abandoned units contained within this housing policy shall apply.

23 Access to the Unit

- 23.1 The rental agreement provides for a representative of the band to enter the unit at all reasonable times to examine the condition of the unit.
- 23.2 The housing coordinator shall not enter the unit unless either:
 - a) An emergency exists; or
 - b) The tenant consents at the time of entry; or
 - c) The tenant gives consent, not more than one month before the time of entry, to enter for a specific purpose (refer to Appendix I); or
 - d) The housing coordinator has given written notice of entry for a reasonable purpose not less than 24 hours before the time of entry; or
 - e) The housing coordinator has reasonable grounds to believe that a tenant has abandoned the unit; or
 - f) The housing coordinator has reasonable grounds to believe that illegal activity is occurring/has occurred.
- 23.3 Except in cases of emergency, the housing coordinator shall enter the unit only between the hours of 8:00 a.m. and 8:00 p.m.
- 23.4 In cases of emergency, the housing coordinator representative entering a unit is to be accompanied wherever possible by a witness (i.e. member of the band administration, emergency responder). The tenant shall be notified in writing of such an emergency entry and the reason(s) for such entry.

24 Tenant Damage

- 24.1 The tenant shall notify the housing coordinator within 24 hours when damage to the unit occurs.
- 24.2 The housing coordinator may at all reasonable times and with 24 hours written notice to the tenant enter the unit to examine its condition.
- 24.3 The tenant is responsible to pay repair costs (labour and materials) for damage to the unit that result from willful damage or neglect by the tenant, other occupants, their guests, and for damage caused by their pet(s).
- 24.4 Where repairs are required to the unit as a result of willful damage or neglect the following procedures shall be applied:

- 24.4.1 An inspection shall be completed and a written inspection report shall be prepared confirming the repairs required as a result of willful damage or neglect by the tenant. The report shall include an estimate of costs (labour and material) for the repairs.
- 24.4.2 Within five (5) working days of receiving the inspection report, the housing coordinator shall issue a written notice of tenant damage (refer to Appendix J) to the tenant to confirm the required repairs and offer options to repay the cost of repairs. The options shall include repayment in full of the repair costs within 30 days of the date of the notice or, to enter into a repayment agreement with the housing coordinator.
- 24.4.3 Where a repayment agreement is entered into, the tenant shall pay a minimum of 15% of the estimated costs by cash, money order, certified cheque or Interac debit on the date the agreement is entered into.
- 24.4.4 After the repair costs are paid in full/a repayment agreement is in place, the housing coordinator shall arrange for the repairs to be completed.
- 24.5 Where the tenant does not pay for the repairs within the date specified or, enters into and does not honour a repayment agreement for the repairs, the housing coordinator shall enforce consequences for breach of the rental agreement as confirmed within this policy.
- 24.6 All instances of tenant damage shall be recorded in the tenant's file and remain on file indefinitely.
- 24.7 Costs to repair tenant damage, which are confirmed during the move-out inspection or where the tenant has vacated/abandoned the unit without a move-out inspection, shall be deducted from the security deposit. Where repair costs exceed the security deposit the housing coordinator shall:
- a) Forward written confirmation to the former tenant, where a forwarding address has been provided/is known, and demand repayment of the balance of the repair costs; and/or
 - b) Note the value of the repair costs as an account owing against the former tenant; and/or
 - c) File a report of damages to the local police department.
- 24.8 Where the former tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former tenant shall not qualify for Atikameksheng Anishnawbek housing programs until such costs have been repaid in full.

25 Use of the Unit and Property

The unit and property are intended to be used only for the purpose of a family residential dwelling by the tenant and occupants listed on the rental agreement.

26 Subletting

26.1 A tenant has no authority to authorize other tenants to move into the unit and no right to lease or sublet the unit.

26.2 Where a tenant leases or sublets the unit this is a breach of the rental agreement and the housing policy. Where a tenant has leased or sublet the unit the housing coordinator shall terminate the rental agreement and the occupants shall be evicted from the unit.

27 Transfer/Relocation of Tenant(s)

27.1 Over-Housed Household

27.1.1 Where the number of permanent occupants in the unit household equals fewer persons than the number of bedrooms required according to the recommended occupancy guidelines noted within this policy, this shall mean that the household is over-housed.

27.1.2 Where the household is over-housed and the housing coordinator confirms that a replacement band-owned unit is available for occupancy and that unit meets the needs of the household size based on the recommended guidelines, the housing coordinator may transfer the tenant to that replacement unit.

27.1.3 Transfer of the tenant(s) shall be confirmed with a minimum of 90 days written notice to the transferring tenant(s).

27.1.4 The housing coordinator shall complete a home visit with the tenant(s) to confirm the details and timing of the transfer/relocation which shall include:

- a) Where the transfer/relocation is at the request of the housing coordinator, the housing coordinator shall pay relocation costs of the contents of the home (excluding any equipment, recreational vehicles etc.) to a maximum amount of \$5,000.00; and
- b) The tenant(s) shall sign a new rental agreement for the replacement

unit.

27.2 Transfer at the Request of the Tenant(s)

27.2.1 An existing tenant who occupies an Independent Living Centre unit and wishes to transfer to an alternate band rental unit shall submit a letter of interest to the housing coordinator as outlined in this housing policy. The tenant's expression of interest and any subsequent application for an alternate Independent Living Centre/rental unit shall be considered equally with all other applications and all eligibility criteria noted within this policy shall apply and, the tenant shall not be in any breach of their rental agreement or the housing policy.

27.2.2 Where an application for an alternate unit for an existing tenant is approved, the existing tenant shall sign a new rental agreement and shall be responsible for all costs associated with the transfer.

28 Vacated Unit

28.1 Vacating the Unit on a Permanent Basis

Where a tenant intends to permanently vacate the unit the tenant shall provide written notice to the housing coordinator at least ninety (90) days before they intend to vacate the unit. The notice shall be delivered by hand or by registered mail to the housing coordinator, at least 5 working days in advance of the 90 day notice period (refer to Appendix E). The housing coordinator shall terminate the rental agreement effective the date the tenant vacates the unit.

28.2 Vacating the Unit on a Temporary Basis

28.2.1 Where the tenant shall be away temporarily from the unit (refer to definition of temporary below) the tenant shall remain responsible to pay all housing costs including rent and other service charges and arrange for an on-site visit at least twice per week and regular care of the unit by a family member to ensure the unit remains protected against the elements and vandalism and the unit is maintained in good order. A temporary absence is defined follows:

- a) November 1 to March 31 – an absence greater than 10 consecutive days and less than 30 consecutive days; and
- b) April 1 to October 31 – an absence less than 30 consecutive days.

28.2.2 The tenant shall be responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence.

- 28.3 Vacating the Unit on an Indefinite Basis
- 28.3.1 Where the tenant shall be away from the unit for an indefinite period of time that is defined as greater than 30 consecutive days but less than 2 years they may be permitted to retain tenancy only where they are vacating the unit during this period due to:
- a) Employment; or
 - b) Education; or
 - c) Medical treatment
- 28.3.2 Where the tenant shall be away from the unit for an indefinite period of time as defined above for reasons not relating to employment, education or medical treatment, they shall not be permitted to retain tenancy and shall be required to permanently vacate the unit as outlined in the rental agreement and this housing policy.
- 28.3.3 The tenant shall provide written notification to inform the housing coordinator of their planned absence (refer to Appendix K).
- 28.3.4 During their absence the tenant shall:
- a) Remain responsible to pay all housing costs including rent other housing services and, for repairs and maintenance; and
 - b) Arrange for a weekly on-site visit and regular care of the unit by a family member to ensure the unit remains protected against the elements and the unit and property are maintained in good order. Where the tenant does not arrange for proper care and the housing coordinator is required to carry out monitoring inspections and/or unit or property care and maintenance, the tenant shall be charged for the cost of the housing coordinator carrying out these services; and
 - c) The tenant shall be responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence.
- 28.3.5 The housing coordinator shall arrange for an inspection to confirm the condition of the unit before the tenant vacates the unit; the inspection shall be completed according to the move-out inspection requirements of this housing policy. When the tenant returns to the unit, the housing coordinator shall arrange an inspection to confirm the condition of the unit at the time the tenant returns; the inspection shall be completed according to the move-in inspection requirements of this housing policy. The tenant shall be responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence.
- 28.3.6 Where the tenant is not able or willing to remain responsible to pay all housing costs and arrange for regular care of the unit as noted above, the rental agreement shall be terminated and the tenant shall vacate the unit.

28.3.7 Where the tenant fails to notify the housing coordinator of their absence they shall be in breach of the rental agreement and this housing policy and the housing coordinator shall take action to protect the unit and/or terminate the rental agreement.

28.4 Securing the Vacant Unit

Failure by a tenant to inform the housing coordinator of an absence greater than 30 consecutive days shall result in that tenant being charged for any cost required to secure the unit or to repair damages that occur during their absence. The housing coordinator shall invoice the tenant for the cost of the repairs (labour and materials).

29 Abandoned Unit

29.1 Where a unit is vacated for more than 30 consecutive days and the tenant has failed to provide written notice of their absence to the housing coordinator, the housing coordinator may take action necessary to secure the unit. Where this is done the housing coordinator shall invoice the tenant for the cost of the repairs (labour and materials).

29.2 Any unit left abandoned for a period longer than 60 days without written notice from the tenant to the housing coordinator shall be considered abandoned by the tenant. The housing coordinator shall take steps to safeguard the rights of the tenant and shall confirm, to the best of its knowledge, that the tenant has permanently abandoned the unit by carrying out the following actions:

- a) Visiting the unit on three separate occasions to contact the tenant and being unable to do so; and
- b) Making two attempts to contact by phone the tenant, a family member of the tenant, or the alternate contact provided by the tenant on their application, to confirm the tenant's intent to return to the unit; and
- c) Issuing two written notices to the tenant by registered mail requiring confirmation of receipt by the tenant, to the most recent mailing address provided to the housing coordinator by the tenant. The housing coordinator shall maintain evidence of receipt of the notice by the tenant or where the mail is returned as unclaimed or undeliverable; and
- d) Securely attaching the written notice to the door of the unit. A notice attached to the door is presumed to have been legally served on the third day after it is attached; and

- e) Confirming that the tenant has stopped making the monthly rental payment; and
 - f) Visiting the unit and from an external inspection, confirming whether the tenant's possessions remain in the unit; and
 - g) Contacting neighbouring occupants and obtaining written confirmation from them, as independent witnesses, to confirm that to their knowledge the tenant has not occupied the unit in the past 60 day period.
- 29.3 Where the tenant continues to make the monthly rent payments as agreed and the housing coordinator is able to contact the tenant and the tenant confirms that they intend to return to the unit the housing coordinator shall confirm to the tenant that:
- a) It is the tenants' responsibility to arrange and pay for the care of the unit during their absence (regular maintenance and repairs, uninterrupted supply of heat and power, etc); and
 - b) Where care is not arranged/carried out and the housing coordinator must take action to secure the unit, the housing coordinator may charge the cost of such actions to the tenant; and
 - c) Any repairs that are a result of the unit being left unoccupied during the tenants' absence shall be the responsibility of the tenant. The housing coordinator is not responsible to carry out or pay for such repairs.
- 29.4 Where the housing coordinator confirms that the unit has been left in an insecure state, as within this housing policy, the housing coordinator has the right to enter the unit and secure the unit including changing of the locks.
- 29.5 Where the housing coordinator enters the unit, a written notice shall be left on the door of the unit informing the tenant that the lock has been changed and that if the tenant requires access they must contact the housing coordinator at the address supplied to obtain a replacement key. The notice shall confirm that the housing coordinator is making application for a court possession order for the unit.
- 29.6 The housing coordinator shall notify Council in writing that they are applying for a court possession order for the unit.
- 29.7 On receipt of the court possession order, the rental agreement shall be terminated and the unit shall be reclaimed by the housing coordinator.
- 29.8 Where the former tenant has left personal property in the unit, the following shall apply:

- 29.8.1 The housing coordinator shall remove the former tenant's personal property and place it in storage for 60 days and shall keep a written or photographic inventory of the property. The housing coordinator shall invoice the former tenant for the cost of removal of their possession and other related charges as noted below.
- 29.8.2 The housing coordinator shall post a notice on the front door of the unit to notify the former tenant that the property is in storage and shall provide contact information for the former tenant to reimburse the housing coordinator for costs related to removal/storage of same and to retrieve their belongings.
- 29.8.3 Where the former tenant does not contact the housing coordinator to reclaim their personal property within the 60 day period, the housing coordinator may dispose of the property in such a manner as may be determined by the housing coordinator. The housing coordinator shall maintain the written/photographic inventory and details of the disposal of the property for 2 years following the date of disposal.
- 29.8.4 Notwithstanding the above, the housing coordinator may dispose of the personal property if the housing coordinator believes that:
- a) The property has a total value of less than \$500; or
 - b) The cost of removing, storing and selling the property would be more than the proceeds of its sale; or
 - c) The storage of the property would be unsafe.
- 29.8.5 Where the housing coordinator incurs expenses as a result of action taken as noted above, including but not limited to repairs and the cost of the removal of the personal property, such costs shall be deducted from the former tenant's security deposit. Where such costs exceed the security deposit the housing coordinator shall:
- a) Forward written confirmation to the former tenant, where a forwarding address has been provided/is known, and demand repayment of the repair and other costs; and/or
 - b) Note the value of the repair costs as an account owing against the former tenant.
- 29.9 Where the former tenant is charged for repairs and other costs that are a result of abandoning the unit, the former tenant shall not qualify for Atikameksheng Anishnawbek housing programs until such costs have been repaid in full.

30 Marital Breakdown

Refer to the Family Homes on Reserves and Matrimonial Interests or Rights Act (Bill S-2) which is available at the band administration office. This Act seeks to provide basic rights and protections to individuals on reserves during the relationship in the event of a relationship breakdown regarding the home and other matrimonial interests or rights.

31 Death of a Tenant

31.1 In the event that a tenant listed on the rental agreement dies during the term of the rental agreement, the agreement automatically terminates and possession of the premises, excluding personal effects of the deceased tenant and his/her immediate family and dependants, reverts to the band within thirty (30) days from the date of the death unless:

- (a) There is a secondary or co-tenant residing on a permanent basis in the unit who signed the rental agreement at the time of commencement or renewal; or
- (b) An individual (e.g. spouse) residing with the tenant on a permanent basis at the time of the tenant's death wishes to remain in the unit contacts the housing coordinator to confirm eligibility and enter into a new rental agreement; or
- (c) If dependant children are a factor the guardian may apply to the housing coordinator to take over the rental agreement.

31.2 The rental unit is not owned by the deceased tenant, therefore, no member of the tenant's immediate or extended family or dependents have possession rights to the home.

31.3 In the event of a tenant death, should 31.1 (a), (b), or (c) not apply, the housing coordinator shall provide 30 calendar days for the family to remove the belongings from the rental unit and the housing coordinator shall select a new tenant for the unit according to this rental housing policy.

APPENDIX A – NOTICE OF AN APPEAL

**Notice of an Appeal
Atikameksheng Anishnawbek Housing Programs and Services**

Page 1 of 2

To: Housing Coordinator
Atikameksheng Anishnawbek
25 Reserve Road
Naughton, ON P0M 2M0

From:

Name of applicant(s) /tenant(s): _____

Address: _____
Phone Number(s): _____
Date of decision being appealed: _____
Description of the decision being
appealed: _____

An individual applying for housing assistance or a tenant occupying a unit may appeal a decision made under the housing policy. The appeal must be based one or more of the grounds for an appeal noted on page 2 of this form. If you have any additional documentation to support the appeal please note this in the space provided below and attach to this form. A copy of the housing policy on which the housing decision was based is available from the housing coordinator.

Important: An applicant/tenant who wishes to appeal any decision shall submit their appeal in writing to the housing coordinator within five (5) working days of having been advised of the decision.

Date Approved:

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Notice of an Appeal
Atikameksheng Anishnawbek Housing Programs and Services

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Grounds for an Appeal:

I/we submit this appeal on the following grounds (please check one/all that apply):

- The housing policy was not applied which impacted the outcome of the decision being appealed; and/or
- There was a lack of procedural fairness which impacted the decision being appealed (i.e. any procedural error, improper investigation, or discrimination); and/or
- New information has come to light rendering the original decision unreasonable in light of the new information presented; and/or
- The policy is unreasonable (i.e. the housing policy cannot be rationally supported or there is a defect in the policy which is immediate and obvious).

Additional Information to support the appeal is included, as noted below, and is attached:

Delivery of the Notice to Appeal

I/we have delivered this notice to Atikameksheng Anishnawbek (please check one):

- In person to the housing coordinator; or
- By registered mail with the delivery date to be within five (5) working days after having been advised of the decision.

Applicant/Tenant Signature

Date

Applicant/Tenant Signature

Date

The housing coordinator shall confirm receipt within four working days of receipt of the appeal and shall confirm the anticipated date of review of the appeal.

Date Approved:

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APPENDIX B – APPLICATION FOR INDEPENDENT LIVING CENTRE HOUSING

APPENDIX C – RENTAL AGREEMENT

RENTAL AGREEMENT made as of the ____ day of _____ A.D. 2__.

BETWEEN:

The Whitefish Lake First Nation as represented by its duly instituted Band Council (hereinafter called the "First Nation")

OF THE FIRST PART

AND: _____ (hereinafter called the "Tenant")
BAND NO. _____ **respectively**

OF THE SECOND PART

WHEREAS:

- A. The First Nation has the authority to administer its own Housing Program.
- B. The First Nation has lawful possession of the Premises hereinafter described.
- C. The First Nation has agreed that the Tenant may occupy the Premises on terms and conditions hereinafter set out.

WITNESSETH THAT for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. PREMISES

- a) The First Nation rents to the Tenant only, who is a registered member of the Whitefish Lake First Nation for use and occupation as an apartment dwelling all those certain Premises more particularly known and described as:

INDEPENDENT LIVING CENTRE APARTMENT #__ LOCATED AT 31 RESERVE ROAD LOT, 16 & 17 AS SHOWN ON C.L.S.R. 57430 WHITEFISH LAKE FIRST NATION NO.6

2. DURATION

- i) This Agreement shall commence on the ____ day of _____, 2__, and continue thereafter from month to month.
- ii) The Tenant shall have the right to terminate this Agreement upon ninety days written notice given to the First Nation.

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- iii) This agreement shall also be terminated upon the demise of the Tenant or the Tenant vacating the said premises as previously described.

3. RENT

- a) The Tenant shall pay the First Nation the rent the sum of _____ Dollars (\$ _____) per month payable on the first day of each month and every month at the Whitefish Lake First Nation Office. Payment will be made in cash, certified cheque, or money order made payable to the Whitefish Lake First Nation.
- b) The rent may be adjusted annually, for a period of no less than 12 months by the First Nation in accordance with the cost of living rate, and when adjusted, the adjusted rent will become due and payable.

4. TENANTS COVENANTS

- a) To pay rent on the first of every month.
- b) To keep the premises in repair, maintained, and clean.
- c) The Tenants shall not assign or sublet the Premises. The Tenant resides in the premises by themselves and shall not have any other occupants living in the unit unless the First Nation agrees to any such additions to the number of occupants in writing.
- d) The Tenant will indemnify and save the First Nation harmless for all liabilities, fines, suits and claims of any kind for which the First Nation may be liable or suffer by reason of the Tenants occupancy of the Premises.
- e) The Tenant will not do or omit to do something which may render void or voidable any policy or insurance on the Premises.
- f) The Tenant will abide by the building policies, rules, regulations and by-laws made by the First Nation including items outlined in section seven - Rules and Regulations.
- g) The Tenant will take good care of the premises and keep the Premises in a clean condition in accordance with section eight - Maintenance - Tenants Responsibility.
- h) The Tenant shall pay for all installation fees and monthly payments for services such as telephone, cable, and internet but not limited to these.
- i) The Tenant is responsible for all costs for the insurance.

5. FIRST NATIONS COVENANTS

- a) The First Nation will insure the Premises against damage caused by fire, tempest or other acts of God.
- b) The First Nation grants the Tenant quiet enjoyment of the Premises.
- c) The First Nation will pay for utility costs; hydro & heat.
- d) The First Nation shall maintain the grounds to an acceptable standard to ensure public safety and ensure an acceptable aesthetic view based on its own standard.

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6. DEFAULTS

If the Tenant:

- a) fails to pay rent due hereafter within thirty (30) days after the date upon which it is due,
OR
- b) fails to perform or observe any of his/her covenants, or does anything contrary to the terms of this agreement, the First Nation may declare the tenancy ended, and the Tenants rights terminated.
- c) Subject to Section 6(b) the agreement shall absolutely cease and the Tenant shall not re-enter the premises and the First Nation or its agent may re-enter the Premises or any part or it, and thereafter, processes and enjoy it as this Agreement had not been made.

7. RULES AND REGULATIONS

- a) The Tenant understands and agrees that her right to continue in occupancy is relative to the number of persons occupying the unit.
- b) The Tenant shall not make any alterations, additions or improvements, locks included, to the rented premises without the consent of the First Nation. If the First Nation consents to any alterations, additions or improvements the rented premises shall be returned to their former state and condition unless the First Nation desires them to remain and in which case, they shall become the property of the First Nation without any compensation or indemnity being allowed to the Tenant thereafter.
- c) The First Nation shall in no way whatsoever be liable or responsible for any damage, however, caused, to any property (including automobiles and contents thereof) belonging to or owned by the Tenant, his family, or to other persons while such property is located upon the rented premises.
- d) The Tenant shall not store coal or any combustible or offensive goods provisions or materials on the premises and/or property.

8. MAINTENANCE – TENANTS RESPONSIBILITY

The tenant is responsible for the cost and replacement of damaged items caused by willful neglect and/or inadequate maintenance of the items as follows:

- a) Exterior and Grounds
 - i) Screens.
 - ii) Down spouts.
 - iii) Siding or stucco.
 - iv) Lawn.
 - v) Windows, including glass.
 - vi) Doors.
 - vii) Patio stones.

- b) Interior of Building
 - i) Tile lifting because of excess water and no wax being used or carpeting soiled or torn.
 - ii) Cracked, burned or chipped tile.
 - iii) Damage to gyproc or doors
 - iv) Gouges in walls from furniture, etc.
 - v) Doors and lock sets damaged
 - vi) Doors and drawers on kitchen cupboards damaged
 - vii) Bent or broken hinges on cupboard doors
 - viii) Windows or locks broken
 - ix) Window frames missing or damaged
 - x) Grab bars pulled off walls
 - xi) Flooring chewed or gouged from pets or other causes
 - xii) Doors or walls scratched by pets
 - xiii) To clean exhaust fans-kitchen and bathrooms

- c) Electrical
 - i) Switch and plug plates missing or broken
 - ii) Porcelain lamp-holders damaged

- d) Plumbing
 - i) Plugged toilets, sinks or septic line
 - ii) Stripped water taps, stems and handles
 - iii) Chipped or cracked porcelain on sink, bathtub or toilet
 - iv) Damaged or broken toilet seats

- e) Heating
 - i) Bent or damaged hot and cold air registers
 - ii) Thermostats damaged

The First Nation reserves the right to recover any such costs from the Tenant for repairing any of the above items.

9. MAINTENANCE – FIRST NATIONS RESPONSIBILITY

The First Nation is responsible for cost of replacement, repairs and/or maintenance of the following items caused by normal wear and tear

- a) Cracks in walls and ceilings due to construction
- b) Water leaks - plumbing - roof - walls
- c) Dripping taps
- d) Broken or rusted out pipes and drains

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- e) Sticking doors only when reported immediately and no other damage occurs
- f) Sagging or shifting door frames
- g) Paint coming off doors
- h) Burnt out light switches or plugs
- i) Maintain furnace and water tanks; service every year.
- j) Relighting furnaces and water tanks
- k) Hot water tank elements and pressure valve
- l) Pump out of Septic Tank

10. VEHICLES AND PARKING

- a) The Tenant shall have one parking spot for their use.
- b) The First Nation will provide one receptacle outlet for the purpose of providing electricity to operate a blocker heater for a vehicle.
- c) The Tenant shall not have any vehicle that is not operational or in disrepair on the property.
- d) The First Nation reserves the right to tow any vehicle deemed not operational, unsafe or not owned by the Tenant. The cost of towing shall be the responsibility of the owner of such vehicles.
- e) The Tenant shall not drive on any portion of the property other than the designated parking lot.

11. STORAGE

- a) The First Nation shall supply one (1) storage area for the Tenants use.
- b) The First Nation is not responsible for any damage or loss of items contained in the Tenants storage area.
- c) The Tenant shall not store any combustible material or biodegradable material that may cause unpleasant odours.

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the day and year first above written.

SIGNED, SEALED AND DELIVERED by the First Nation, in the presence of:

Tenant:

Band no.

Chief

Executive Director

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APPENDIX D – ARREARS RECOVERY/REPAYMENT AGREEMENT

Arrears Recovery/Repayment Agreement

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

Agreement to repay arrears between

The Tenant(s) _____
 Primary Tenant _____ Secondary Tenant _____
 -And -

Atikameksheng Anishnawbek

I/we the Tenants, acknowledge the amount of arrears owing on our account of \$_____. In order to repay full amount of arrears I/we agree to pay the regular monthly payment due on the 1st 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 hereby submit a payment of \$ *(15% of the total arrears)* as an initial repayment of the arrears.
- I/we understand that failure to meet the repayment arrangements as noted above constitutes grounds for Atikameksheng Anishnawbek to take corrective action as outlined in the housing policy.

Primary Tenant Signature:	Date:
Secondary Tenant Signature:	Date:
Atikameksheng Anishnawbek Chief:	Date:
Director of Operations:	Date:

Witnessed by: _____ Date: _____
 Housing coordinator

Date Approved:

Approval Initials:

APPENDIX E – NOTICE OF TERMINATION/NOTICE TO VACATE BY THE TENANT

Notice of Termination/Notice to Permanently Vacate the Unit

To: Housing coordinator
Atikameksheng Anishnawbek

From: _____
Primary Tenant Secondary Tenant

Address of unit: _____

For tenants giving notice to terminate the rental agreement/permanently vacate the unit:

Note: The tenant must provide notice to terminate the rental agreement at least one full calendar month before the end of the tenancy.

I/we _____ hereby give **90 days notice** to permanently vacate the unit. I/we shall be moving out on _____.

I/we agree to continue to pay, in full, all rent and other housing charges as required under the terms of the rental agreement until the end of the calendar month that I/we am legally permitted to vacate the unit as confirmed by delivery of this notice, unless Atikameksheng Anishnawbek confirms in writing that I/we can end the tenancy in advance of the date confirmed in this notice.

I/we have delivered this notice to Atikameksheng Anishnawbek (please check one)

- In person to the housing coordinator.
- By mail at least five days before the 90 day notice begins.

Primary Tenant Signature Date

Secondary Tenant Signature Date

Important – If you fail to give the 90 day notice to vacate as required in the rental agreement, you are still obligated to pay rent until the end of the month that you vacate the unit.

Note: Tenant should keep a copy of this notice.

Date Approved:

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APPENDIX F – NOTICE OF TERMINATION BY ATIKAMEKSHENG ANISHNAWBEK

Date: _____ Address of the Unit: _____
 The Tenant(s) _____
 Primary Tenant Secondary Tenant

Notice delivered: Hand-delivered to the tenant (date _____) Attached to the front door (date _____)
 Hand-delivered to an adult who lives with the tenant (date and name _____)

Notice of termination, notice to quit, demand for possession

You are in default of your obligation to follow the terms and conditions of the rental agreement in order for continued use and occupation of the unit. Notice of termination is provided for the following reason(s);

- Tenant knowingly gave false information to Atikameksheng Anishnawbek (hereinafter referred to as ‘the landlord’).
- Tenant is persistently late paying rent.
- Tenant is in arrears of the rental payments.
- Tenant or a person permitted on the property by the tenant, or the tenant’s pet(s) has:
 - Significantly interfered with or unreasonably disturbed another tenant, a neighbouring occupant or the landlord; and/or
 - Seriously jeopardized the health or safety or lawful right of another occupant, a neighbouring occupant or the landlord.
- Tenant has engaged in illegal activity that has, or is likely to:
 - Damage the landlord’s property; and/or
 - Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.
- Tenant or a person permitted on the property by the tenant, or the tenant’s pet(s) has caused damage to the unit or property:
 - Tenant has not done the required repairs to the property; and/or.
 - Tenant has not paid the landlord for repairs done to the property.
- Tenant has assigned or sublet the unit.
- Tenant has permitted individual(s) not included in the rental agreement to occupy the unit.

Notice to Quit and Demand for Possession

Atikameksheng Anishnawbek (the landlord) hereby gives you notice to vacate the unit located at _____ no later than 12:00 o’clock midnight on _____, _____, 20___. Failure to do so shall require the landlord to obtain an Order of Possession or other lawful notice to seize the property.

Signed
Atikameksheng Anishnawbek (705-692-3651)

Date Approved:

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Approval Initials:

APPENDIX G – REQUEST FOR REPAIRS

Request for Repairs

Date:

To: Housing Coordinator
Atikameksheng Anishnawbek
Reserve Road
Naughton, ON P0M 2M0

Re: Unit Location: _____

Primary Tenant

Secondary Tenant

This confirms our request for repair assistance to the unit noted above, as follows (please insert details of required repairs):

How long has this item been a problem? _____

- I/we confirm that these repairs are a result of normal wear and tear and are not a result of damage or willful neglect on the part of anyone in our household, or our guest(s), or our pet(s).
- I/we understand the housing coordinator will contact us to arrange for an inspection to confirm the nature and eligibility of the requested repairs. I/we can be reached at the address/phone numbers provided below.

Signed: _____
Primary Tenant Secondary Tenant

Phone number: Daytime _____ Evening _____ Cell _____

Best time to call: _____

Delivered: By mail By hand to the housing coordinator

Tenant should keep a copy of this notice.

Date Approved:

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Approval Initials:

APPENDIX H – UNIT CONDITION REPORT

APPENDIX K – NOTICE OF A PLANNED ABSENCE BY THE TENANT

To: Housing Coordinator, Atikameksheng Anishnawbek

From: _____
 Primary Tenant Secondary Tenant

Address of unit: _____

Notice to vacate the unit on an indefinite basis (a period greater than 30 days but less than 2 years)

I/we the undersigned hereby confirm that:

- I/we shall be away from the unit for a period of less than 2 years for the following reason (check one that applies): Employment Education Medical
- Written confirmation of employment/education/medical (as applicable) is attached herewith.
- The absence shall begin the ___ day of _____, 20__ with a planned return on the _____ day of _____, 20__.
- I/we hereby acknowledge our obligation to continue to pay rent to Atikameksheng Anishnawbek and to pay all other housing costs including utilities, and other housing services including regular maintenance and repairs; and
- I/we confirm that shall arrange for a twice weekly on-site visit (interior and exterior) and regular care of the unit by a family member; and
- I/we hereby acknowledge that failure to honour my/our obligations of the rental agreement shall be a breach of the rental agreement and the housing policy and may result in termination of the rental agreement and/or eviction.

I/we have delivered this notice to Atikameksheng Anishnawbek (please check the one that applies):

- In person to the housing coordinator.
- By mail at least five days before the 30 day notice begins.

Primary Tenant Signature:	Date:
Secondary Tenant Signature:	Date:

Note: Tenant should keep a copy of this notice.