

ATIKAMEKSHENG ANISHNAWBEK
RENT-TO-OWN HOUSING PROGRAM POLICY



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X 
Chief Steven Miller

X 
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Director of Operations /as per Craig Nootchtai

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Policy Title: **Atikameksheng Anishnawbek Rent-to-Own Housing Program Policy**

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1 Background and Purpose of the Policy

The purpose of the rent-to-own housing program for Atikameksheng Anishnawbek is to provide band members with accommodation that meets health, safety and minimum property standards. This housing policy ensures that rent-to-own housing assistance is made available to band members in a fair and equitable manner and will benefit the community as a whole.

The rent-to-own housing program provides rental accommodation in single detached homes. The program is intended to assist Atikameksheng Anishnawbek members who are not in a position to purchase or build their own home but can reasonably be expected to assume full responsibility for costs and upkeep of the home by the end of the rental agreement period. Under this program, the band member occupies the unit as a tenant and shall sign a rental agreement with Atikameksheng Anishnawbek. At the end of the agreement period, if the tenant has met the terms and conditions of the agreement, Atikameksheng Anishnawbek shall transfer the Certificate of Possession of the unit to the tenant.

Atikameksheng Anishnawbek constructs these units using band funds or funds borrowed from an approved bank or Canada Mortgage and Housing Corporation (CMHC). Tenants occupying rent-to-own 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 Independent Living Centre Housing Program. The policies for these programs are available from the housing coordinator.

Chief and Council has reviewed the administration of housing services and have approved this rent-to-own housing program policy to guide the delivery and administration of rent-to-own housing services to the community.

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 rent-to-own 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) Provide rent-to-own accommodation for those who are not in a position to purchase or build their own home; and
- d) Protect and extend the life of rent-to-own housing through maintenance, repair, inspection, and insurance policies; and
- e) Share the responsibility for rent-to-own 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 will 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 housing 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 a rent-to-own 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.
- **“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 couple, each non-cohabiting 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.
- **“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 a rent-to-own unit.

- **“Rental agreement” or “agreement”** means a written agreement between Atikameksheng Anishnawbek and a tenant for the right to occupy a rent-to-own unit, and includes any renewal of such an agreement.
- **“Replacement reserve”** means the fund that is used, for units funded through the Section 95 program, to cover the cost of replacing capital items to ensure the units are kept at an acceptable standard.
- **“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 rent-to-own unit).
- **“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 a rent-to-own unit.
- **“Unit”** means the rent-to-own 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 rent-to-own housing units located within Atikameksheng Anishnawbek reserve lands; and
 - b) All individuals who have made or will make an application for rent-to-own housing within Atikameksheng Anishnawbek reserve lands; and
 - c) All individuals currently occupying a rent-to-own housing 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 will 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 will 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 rent-to-own 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 rent-to-own housing program by applying the program policies; and

- b) Review all applications for rent-to-own housing to ensure completeness and eligibility; and
- c) Carry out or oversee repairs and maintenance as detailed in the rental agreement that are the responsibility of the band 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, arranging for a transfer of hydro services for the unit prior to occupancy, correcting tenant damage, making monthly rent payments, paying other housing charges as required, and keeping the unit and property free of health and safety hazards; and
- b) Carry out maintenance and repairs as detailed in the rental agreement and/or notify the housing coordinator of any required maintenance or repairs that are the responsibility of the band; and
- c) Participate in unit condition inspections/assessments as described in this housing policy; and
- d) Provide the housing coordinator with confirmation of family composition (persons occupying the rental 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
- e) Inform the housing coordinator of all planned absences from the unit; and
 - f) For eligible units, provide verification of household income 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 a neighbouring occupant and not jeopardize the health or safety or lawful right of a neighbouring occupant 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 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 In order to be eligible for a rent-to-own 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 18 years of age or older.
 - 9.2.3 Shall complete an application for rent-to-own 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 rent-to-own 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 rental or rent-to-own unit, this outstanding account must be paid in full in order to be eligible.

10 Selection Criteria – Priority for Rent-to-Own Housing

- 10.1 Rent-to-own 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 rent-to-own housing which may include consideration of family size, income, ability to afford housing costs, current living conditions and other priorities as approved by Council.

- 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 a rent-to-own 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 rent-to-own 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 rent-to-own assistance 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 rental 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 Shall provide a letter of reference (refer to Appendix B) from their most recent landlord that confirms compliance with the rental agreement (e.g. no rental agreement violations where notice to correct or vacate was issued) for a consecutive 12 month period. Where a formal rental agreement is not in place, the applicant can supply a reference with which the housing coordinator can confirm the applicant's ability to effectively manage the financial and physical responsibilities of occupying a unit as a tenant. An applicant with a history of non-compliance shall not be eligible.

11.3.3 May be required to complete an affordability analysis with the housing coordinator in order to confirm their ability to manage the monthly rental payments and other associated housing costs or charges.

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 a Rent-to-Own 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 Unit Construction/Unit Type

- 13.1 **Maximum Unit Construction Costs**
Council shall confirm the maximum per unit construction costs for units constructed as rent-to-own.
- 13.2 **Unit Type and House Plans**
 - 13.2.1 The housing coordinator shall confirm the unit type and house plans for construction of homes through this program.
 - 13.2.2 Units shall be constructed prior to selection of occupants. An approved applicant/tenant shall not have any input into unit location, unit type or finishes.

14 Lot Selection – New Construction

Units shall be located on approved building lots in accordance with the zoning requirements as set out within the Atikameksheng Anishnawbek Land Use Plan.

15 Contracts and Construction Management

- 15.1 The housing coordinator is responsible for contract and construction management in accordance with Atikameksheng Anishnawbek policies.
- 15.2 Construction standards shall be in accordance with the Ontario Building Code {latest edition}; Atikameksheng Anishnawbek by-laws specifying building or other standards; and any other by laws codes and regulation applicable to the project.
- 15.3 A new unit may not be occupied until the housing coordinator receives a copy of the completion/occupancy certificate issued by the building inspector confirming that the unit is completed according to the requirements set out by the band.

16 Maximum Loan Amount and Amortization Period

- 16.1 **Maximum Loan Amount**
Council shall confirm the maximum loan amount that shall be approved for homes constructed as rent-to-own.
- 16.2 **Maximum Amortization Period**
The maximum amortization period for a newly constructed home shall be no greater than 25 years.

17 Rental Agreement

- 17.1 **Rental Agreement**
 - 17.1.1 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.
 - 17.1.2 After the first year of occupancy, the rental agreement shall continue thereafter from month to month until the agreement is terminated.

17.2 Signing of the Rental Agreement

- 17.2.1 After the application for a rent-to-own unit 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 band rent-to-own 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.
- 17.2.2 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.
- 17.2.3 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.
- 17.2.4 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 rent-to-own housing program policy; and
 - c) A copy of any by-laws, band rules and regulations that relate to the unit.
- 17.2.5 The housing coordinator shall notify the finance department of all new rent-to-own tenant accounts.

17.3 Tenant Responsibilities

- 17.3.1 The tenant shall meet the terms and conditions of the rental agreement.
- 17.3.2 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.
- 17.3.3 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.

- 17.3.4 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).

18 Tenant Counselling

- 18.1 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.
- 18.2 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.
- 18.3 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.

19 Occupancy Requirements

- 19.1 **Occupancy Guidelines**
Based on the information provided in the rent-to-own 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-cohabitating 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 will 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.

19.2 Authorized Occupants

- 19.2.1 Only occupants listed in the rental agreement signed by the tenant and the housing coordinator are authorized to occupy the unit.
- 19.2.2 The tenant shall provide verification of household composition (number of persons occupying the unit) annually, or as requested, to the housing coordinator.
- 19.2.3 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.
- 19.2.4 The housing coordinator reserves the right to refuse the request for an additional occupant. Where the housing coordinator does not approve the request for an additional occupant this shall be an issue for the original tenant to decide upon how they wish to deal with the living situation. The housing coordinator shall not be responsible to resolve issues of this nature.
- 19.2.5 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.

19.3 Guests

- 19.3.1 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.
- 19.3.2 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.

20 Rent Payments and Other Housing Charges

20.1 Rent Levels

A tenant occupying a rent-to-own unit shall pay rent between \$500.00 and \$550.00 per month, as determined by the housing coordinator.

20.2 Rent Payments

20.2.1 Rent is due to be paid by the tenant to the band monthly on the 1st day of each month.

20.2.2 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.

20.2.3 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.

20.3 Methods of Rent Payment

20.3.1 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.

20.3.2 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.

20.3.3 Social Assistance Recipients

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

20.4 Other Housing Charges

A tenant is responsible to pay all for all utilities including heat and electricity and to pay the installation fees and monthly payments for telephone, cable, interest and any other services or any other amenity to which the tenant may subscribe or install, unless otherwise indicated in the rental agreement.

20.5 No Reimbursement

There will be no reimbursements of any rental payments made by the tenant. If the tenant or the band terminates the rental agreement for any reason under the provisions of the agreement or this housing policy, the tenant shall not be compensated for or reimbursed for any rental payments made under the rental agreement or for any improvements made to the unit or property.

21 Rent Collection

21.1 Account in Arrears

21.1.1 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.

21.1.2 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.

21.2 Collection Process

21.2.1 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.

- 21.2.2 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 will be sent on the 1st day after the second payment has been missed. The notice will 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 will 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) will 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.
- 21.2.3 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.
- 21.2.4 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, will be issued to the tenant (refer to the section of this policy that deals with termination of the rental agreement).
- 21.2.5 The final notice shall either:
- a) Be delivered by hand to an adult person living in the rental property;
 - or
 - b) Shall be posted to the front door of the property with a third-party as

witness to the delivery of the notice.

21.2.6 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 will not be accepted.

21.2.7 If after 10 days the tenant fails to pay the rent arrears in full, the housing coordinator will 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.

21.3 Arrears Recovery/Repayment Agreement

21.3.1 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.

21.3.2 The agreement shall include the amount of each payment installment and the date the payment is due.

21.3.3 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.

21.3.4 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.

21.4 Persistently Late Payments

21.4.1 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.

21.4.2 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.

- 21.4.3 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).

22 Termination of the Rental Agreement/Eviction

22.1 Termination by the Tenant

- 22.1.1 The tenant may terminate their rental agreement by giving sixty (60) days written notice to the housing coordinator. The notice (refer to Appendix E) shall confirm: the address of the rental 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.
- 22.1.2 The notice shall be delivered by hand or by registered mail to the housing coordinator, at least 5 days in advance of the 60 day notice period.

22.2 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:

- 22.2.1 Tenant knowingly gave false information to the band.
- 22.2.2 Tenant is in arrears or persistently late making the required rental payments.
- 22.2.3 Tenant or a person permitted on the property by the tenant, or the tenants pet(s) 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.
- 22.2.4 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.
- 22.2.5 Tenant has, through willful damage or neglect, caused damage to the rental 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).
- 22.2.6 Tenant has assigned, leased or sublet the rental unit.
- 22.2.7 Tenant has permitted individual(s) not included in the rental agreement to occupy the unit.
- 22.2.8 Tenant has abandoned the rental unit for a period longer than two (2) months without written notice to the housing coordinator.
- 22.2.9 A tenant is operating a business out of unit.
- 22.3 Notification Process – Terminating Tenancy for Cause
 - 22.3.1 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 will issue two (2) written notices to the tenant to confirm the breach of the agreement and/or housing policy and/or band bylaws.
 - 22.3.2 The first notice, which shall be signed and dated, will include contact information and a deadline for the tenant to contact the housing coordinator to respond to and resolve the breach.
 - 22.3.3 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.
 - 22.3.4 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).

22.4 Eviction Process

- 22.4.1 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.
- 22.4.2 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.
- 22.4.3 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.
- 22.4.4 Eviction action may be taken at any time during the year.
- 22.4.5 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.
- 22.4.6 The tenant shall be given fourteen (14) calendar days to vacate the unit.
- 22.4.7 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.
- 22.4.8 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.
- 22.4.9 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.
- 22.4.10 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).
- 22.4.11 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.
- 22.4.12 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.

23 Insurance

- 23.1 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.
- 23.2 The tenant shall be responsible to obtain and pay the cost of insurance to cover contents/personal belongings.
- 23.3 Neither the band nor the housing coordinator is responsible for the contents/personal belongings of the tenant.

24 Maintenance and Repairs

- 24.1 Tenant Responsibilities
- 24.1.1 The tenant is responsible for the maintenance and repairs of the unit as detailed in the rental agreement including but not limited to interior of the building, electrical, plumbing and heating (furnace filters and

- thermostats/grills/ diffusers). The tenant shall not be reimbursed for any costs related to the maintenance and repairs as outlined in the rental agreement.
- 24.1.2 The tenant is responsible to maintain the exterior and grounds of the property including lawn, shrubbery and plants, to keep the unit and property free from garbage and debris and unsightly items, including derelict motor vehicles or other equipment.
 - 24.1.3 The tenant is responsible for snow removal from walkways and driveways.
 - 24.1.4 The tenant is responsible for the cost of all repairs required as a result of willful damage or neglect caused by the tenant, their guests or their pet(s).
 - 24.1.5 The tenant is responsible to immediately report to the housing coordinator any accident, break or defect in the roof, furnace or sump pump.
 - 24.1.6 Where a tenant is requesting maintenance or repairs that are the responsibility of the band (roof, furnace or sump pump), the tenant shall complete a Request for Repairs form (refer to Appendix G) and shall submit the form to the housing coordinator.
 - 24.1.7 The tenant is not permitted to alter or cause to be altered the locking system on any unit entry door.
 - 24.1.8 The tenant may not remove from the unit any fixtures, sinks, bathtubs, or appliances.
 - 24.1.9 The tenant shall not make or authorize any alterations or additions to the building or property unless they have prior written consent from the housing coordinator to do so.
 - 24.1.10 Any alterations, additions or improvements made by the tenant without prior approval from the housing coordinator 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.
 - 24.1.11 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.

24.2 Band Responsibilities

- 24.2.1 The housing coordinator shall review with the tenant the roles and responsibilities for maintenance and repairs as outlined in the rental agreement.
- 24.2.2 The housing coordinator is responsible to carry out maintenance and repairs to the roof, furnace or sump pump 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.
- 24.2.3 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.
- 24.2.4 All repair work shall be inspected by the housing coordinator or by the agency having jurisdiction.
- 24.2.5 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.
- 24.2.6 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, or their pets 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.
- 24.2.7 With the exception of repairs of an emergency nature or to respond to health and safety issues repairs shall be made only for a tenant whose account is not in arrears.

24.3 Emergency Repairs

- 24.3.1 The housing coordinator shall provide the tenant with a 24 hour emergency contact number to report emergency repairs related to the roof, furnace or sump pump.
- 24.3.2 The tenant is responsible to immediately report to the housing coordinator any emergency repairs to the roof, furnace or sump pump.
- 24.3.3 The housing coordinator shall make every reasonable effort to respond to eligible emergency repairs within 24 hours of receiving notification from the tenant.

- 24.3.4 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.
 - 24.3.5 The housing coordinator shall carry out emergency repairs where these repairs include:
 - a) Any accident, break or defect in the roof, furnace or sump pump; and
 - b) Any item that presents a hazard to the immediate health or safety of the tenant as relates to the roof, furnace or sump pump; and
 - c) Any item required to prevent the loss of a related service.
 - 24.3.6 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.
- 24.4 Replacement Reserve – Section 95-Funded Units
- 24.4.1 A replacement reserve fund for the Section 95-funded units may be maintained by the band for replacement of capital items that are original (included at loan commitment) components, services, facilities or equipment of the unit. Capital items may include:
 - a) Major Building Components:
 - Roof replacement; and
 - Exterior wall finishes having generally accepted definite useful life expectancy including exterior painting; and
 - Exterior doors and windows; and
 - Foundation.
 - b) Major Building Services:
 - Heating systems including boilers (hot water or steam), forced air furnaces, radiant heat components, solid fuel burning systems, chimneys and related components; and
 - Domestic hot water tanks, septic tanks, and pressure tanks; and
 - Potable water wells, pumps and related components.
 - c) Basic Facilities
 - Kitchen facilities such as stoves and refrigerators, sink and faucet installations, counter tops and cabinets; and
 - Bathroom facilities such as toilets, sinks and fixtures, vanities, tubs and fixtures.
 - d) Other Major Facilities, Equipment and Features
 - Interior floor coverings; and

- Mechanical laundry equipment such as washers and dryers where such equipment was included at commitment.

24.4.2 Where the housing coordinator confirms that a capital item on an original component is to be replaced, and where there are sufficient funds within the replacement reserve, the housing coordinator shall replace the capital item with a mid-grade component that meets the requirements as set out in the CMHC Operating Agreement.

24.4.3 Items that that are still operational or have not met their generally accepted useful life expectancy due to improper or negligent care shall not be considered for replacement with replacement reserve funds.

25 Inspections

25.1 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 and property on the date of the inspection; and
- d) Signature of the inspector and the tenant where applicable.

25.2 Annual Unit Condition Assessment

25.2.1 An occupied unit shall be assessed once a year; the unit shall be assessed to record the condition of the unit both internally and externally. 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.

25.2.2 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.

25.2.3 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).

25.3 Move-In Inspection

25.3.1 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) with the tenant; and
- c) For the tenant to obtain clarification on any questions regarding occupancy of the unit.

25.3.2 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.

25.3.3 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.

25.3.4 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.

25.4 Move-Out Inspection

25.4.1 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.

25.4.2 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.
- 25.4.3 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.
- 25.4.4 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.
- 25.4.5 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.
- 25.4.6 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.
- 25.5 Vacant Unit Inspection
- 25.5.1 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.

- 25.5.2 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.
- 25.5.3 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.
- 25.5.4 Where the unit is determined to have been abandoned the policy regarding abandoned units contained within this housing policy shall apply.

26 Access to the Unit

- 26.1 The rental agreement provides for a representative of the band (the housing coordinator) to enter the unit at all reasonable times to examine the condition of the unit.
- 26.2 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.
- 26.3 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.

- 26.4 In cases of emergency, the housing coordinator representative entering the 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.

27 Tenant Damage

- 27.1 The tenant shall notify the housing coordinator within 24 hours when damage to the unit occurs.
- 27.2 The housing coordinator may at all reasonable times and with 24 hours written notice to the tenant enter the unit to examine its condition.
- 27.3 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).
- 27.4 Where repairs are required to the unit as a result of willful damage or neglect the following procedures shall be applied:
- 27.4.1 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.
- 27.4.2 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.
- 27.4.3 Where a repayment agreement is entered into, the tenant shall pay a minimum of 15% of the estimated repair costs by cash, money order, certified cheque or Interac debit on the date the agreement is entered into.
- 27.4.4 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.
- 27.5 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.

- 27.6 All instances of tenant damage shall be recorded in the tenant's file and remain on file indefinitely.
- 27.7 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.
- 27.8 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.

28 Use of the Unit and Property

- 28.1 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.
- 28.2 A tenant wishing to operate a home-based business from the unit may not do so unless they have received prior written approval from Council. The tenant shall submit a written request to the housing coordinator which details the activities of the business and potential impact on the unit (e.g. increase in use of services) and property (e.g. signage, work areas, equipment storage) and surrounding area (e.g. increased traffic, parking, noise and disturbance to neighbouring properties).
- 28.3 Where a tenant submits a request to operate a home-based business, the housing coordinator shall obtain confirmation from its insurance provider as to any increase in premium that may be charged to insure the unit against liability or other damages or loss as a result of the home-based business. Where the insurance

provider confirms an increase in the premium the housing coordinator shall confirm to the tenant the annual amount of the additional insurance premium and the tenant shall be required to pay this amount in full to the housing coordinator annually, for every year that the home-based business is in operation. Failure by the tenant to pay to the housing coordinator the additional insurance premium shall result in the withdrawal of approval to use the unit as a home based business.

- 28.4 The housing coordinator shall confirm that the request meets the zoning requirements as set out within the Atikameksheng Anishnawbek Land Use Plan.
- 28.5 Council may refuse to approve the use of the unit for use as a home based business, or after having provided approval, may withdraw such approval at its discretion.

29 Subletting

- 29.1 A tenant has no authority to authorize other tenants to move into the unit and no right to lease or sublet the unit.
- 29.2 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.

30 Vacated Unit

- 30.1 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 sixty (60) 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 60 day notice period (refer to Appendix E). The housing coordinator shall terminate the rental agreement effective the date the tenant vacates the unit.
- 30.2 Vacating the Unit on a Temporary Basis
 - 30.2.1 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, utilities, 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 and property are 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.

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

30.3 Vacating the Unit on an Indefinite Basis

30.3.1 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

30.3.2 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.

30.3.3 The tenant shall provide written notification to inform the housing coordinator of their planned absence (refer to Appendix K).

30.3.4 During their absence the tenant shall:

- a) Remain responsible to pay all housing costs including rent, utilities, 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.

30.3.5 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.

30.3.6 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.

30.3.7 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 property and/or terminate the rental agreement.

30.4 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).

31 Abandoned Unit

31.1 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 (i.e. board up the doors and windows to reduce the risk of damage by vandalism). Where this is done the housing coordinator shall invoice the tenant for the cost of the repairs (labour and materials).

31.2 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.
- 31.3 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.
- 31.4 Where the housing coordinator confirms that the unit has been left in an insecure state, as noted within this housing policy, the housing coordinator has the right to enter the unit and secure the unit including changing of the locks.
- 31.5 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.

- 31.6 The housing coordinator shall notify Council in writing that they are applying for a court possession order for the unit.
- 31.7 On receipt of the court possession order, the rental agreement shall be terminated and the unit shall be reclaimed by the housing coordinator.
- 31.8 Where the former tenant has left personal property in the unit/on the property, the following shall apply:
- 31.8.1 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.
- 31.8.2 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.
- 31.8.3 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.
- 31.8.4 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.
- 31.8.5 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.

31.9 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.

32 Reacquired Unit

Where the band reacquires a unit as a result of default of the rental agreement or where the tenant no longer wishes to exercise their option to purchase the unit at the end of the rental agreement period, the band shall retain the unit and operate it as a rental unit without an option to purchase. The eligibility criteria, application process, rental agreement and the housing policy for the Atikameksheng Anishnawbek rental housing program shall apply.

33 Exercising the Option to Purchase

33.1 Timeframe for Exercising the Option to Purchase

Subject to the conditions for exercising the option to purchase noted within this housing policy, the option to purchase can be exercised by the tenant either:

- a) Prior to the outstanding mortgage loan balance being paid in full at the time of the 5 year renewal date as confirmed by the housing coordinator; or
- b) When the outstanding mortgage loan balance is paid in full and the final rental payment is made according to the rental agreement.

33.2 Conditions for Exercising the Option to Purchase

The band shall grant the tenant an option to purchase the unit under the following conditions:

- 33.2.1 The tenant has met all of the terms and conditions of the rental agreement; and
- 33.2.2 The tenant has paid in full all rent and other housing charges owing on the rental account; and
- 33.2.3 The tenant has no arrears on other accounts with the band.

33.3 Band Responsibilities

- 33.3.1 Subject to all the terms and conditions of the rental agreement having been met and 6 months prior to the 5 year renewal date or the date the mortgage loan balance will be paid in full, the housing coordinator shall provide a written notice to the tenant of the option to purchase the unit.
- 33.3.2 The notice shall include a request for the tenant to meet with the housing coordinator to review the terms and conditions that shall be met in order to exercise the option to purchase and to discuss the financial and physical responsibilities of the tenant once the option is exercised (i.e. insurance, maintenance and repairs).
- 33.3.3 The housing coordinator shall confirm the cost to the tenant of exercising the option to purchase.
- 33.3.4 The band shall release the security deposit to the tenant less any costs incurred by the band related to loss of rental income, repairs or tenant damage within 30 days of termination of the rental agreement.

33.4 Tenant Responsibilities

The tenant may exercise the option to purchase only by delivering to the housing coordinator a written notice of intent to exercise the option to purchase in a form acceptable to the housing coordinator which shall include the following (refer to Appendix M for a sample of such notice):

- a) A statement which confirms the tenant's intent to exercise the option to purchase; and
- b) Clear identification of the unit; and
- c) A request for the band to issue a Certificate of Possession for the unit; and
- d) The request shall be signed by the tenant and dated; and
- e) Where the option is being exercised when the mortgage loan balance has been paid in full, the request shall be accompanied by payment of one (1) dollar.

33.5 Sale Price Option Exercised at 5 Year Mortgage Renewal

- 33.5.1 Where the option to purchase is exercised prior to the mortgage loan balance being paid in full (i.e. at the 5 year mortgage renewal date) the sale price shall be the outstanding mortgage loan balance.
- 33.5.2 Where eligible to do so, the tenant may apply for financing to purchase the unit through the Atikameksheng Anishnawbek market based housing program. At the request of the tenant, the housing coordinator shall provide assistance to the tenant to complete the documentation required to obtain such financing.

- 33.6 Sale Price Option Exercised – Mortgage Paid in Full
Where the option to purchase is exercised when the mortgage loan balance has been paid in full, the sale price shall be one (1) dollar.

34 Certificate of Possession

34.1 Eligibility for a Certificate of Possession

In all cases the following requirements must be met in order for the band to issue a Certificate of Possession:

- a) The tenant must request that the Certificate of Possession be issued to them in their name; and
- b) The tenant being issued the Certificate of Possession must be a Atikameksheng Anishnawbek member and entitled to hold a Certificate of Possession on the Atikameksheng Anishnawbek Reserve; and
- c) The land to which the Certificate of Possession applies must be surveyed by a Canada Lands Surveyor.

34.2 Issuing the Certificate of Possession

After the housing coordinator receives the tenant's written request to exercise the option to purchase, the band shall issue a Certificate of Possession to the tenant for the unit provided that the tenant:

- a) Is entitled to exercise the option to purchase; and
- b) Is a member of Atikameksheng Anishnawbek and entitled to hold a Certificate of Possession on the Atikameksheng Anishnawbek Reserve; and
- c) Has complied with all of his or her obligations under the rental agreement; and
- d) Has paid all rent and other housing charges in full; and
- e) Has met all of the terms and conditions required to exercise the option to purchase; and
- f) Has no other arrears on accounts with Atikameksheng Anishnawbek.

34.3 Band Council Resolution

34.3.1 The Certificate of Possession shall be confirmed through a Band Council Resolution no later than 90 days after receipt of the request and confirmation that all conditions have been met.

34.3.2 The band shall request that AANDC issue a Certificate of Possession for the premises in favour of the tenant.

- 34.4 Responsibilities of the Band and the Homeowner
After the Certificate of Possession for the unit has been issued:
- a) The rental agreement shall terminate; and
 - b) The band shall have no further interest in the unit; and
 - c) The band shall have no further obligation to insure the unit; and
 - d) The homeowner shall be responsible for all costs associated with the unit including but not limited to maintenance, repairs and insurance.

35 Sale of the Unit by the Homeowner

The homeowner has the right to sell the unit after Certificate of Possession has been transferred to the homeowner subject to the following conditions:

- a) The purchaser shall be a member of Atikameksheng Anishnawbek; and
- b) On sale of the unit the homeowner is responsible to pay all related sale and closing costs at the date of closing of the sale.

36 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.

37 Death of a Tenant

- 37.1 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.

37.2 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.

37.3 In the event of a tenant death, should 37.1 (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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Approval Initials:

Notice of an Appeal
Atikameksheng Anishnawbek Housing Programs and Services

Page 2 of 2

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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Approval Initials:

APPENDIX B – APPLICATION FOR RENT-TO-OWN HOUSING

Date Approved:

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Approval Initials:

APPENDIX C – RENT-TO-OWN AGREEMENT

RENT-TO-OWN AGREEMENT made in DUPLICATE as of the __ day of _____ A.D. 2__

BETWEEN:

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

OF THE FIRST PART

AND:

(hereinafter called the "Tenant")

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 promise and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. **PREMISES**

- (a) The First Nation rents to the Tenant on a RENT-TO-OWN BASIS for use and occupation as a residential dwelling all those certain Premises more particularly known and described as:

HOUSE LOCATED AT LOT
AS SHOWN ON C.L.S.R. 57430
WHITEFISH LAKE FIRST NATION NO. 6

- (b) This Agreement creates a relationship of landlord and tenant and does not give any rights of ownership of the Premises to the Tenant prior to the allotment of the Premise to the Tenant and the issuance of a Certificate of Possession in the circumstances described in Article 13.
- (c) The Premises is provided by the First Nation to the tenant in an "as is" condition.

Date Approved:

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Approval Initials:

2. **DURATION**

This Agreement shall commence on the ____ day of _____, 2____, and continue thereafter from month to month and end once final payment is made _____, 2____ or unless terminated or extended under conditions within this agreement.

3. **TERMINATION**

The Tenant shall have the right to terminate this Agreement upon giving two months written notice to the First Nation. In the event of such termination, the Tenant shall not assert any claim of equity or ownership of any kind in the Premises and hereby releases the First Nation from any claims of equity or ownership in the Premises.

The First Nation shall have the right to terminate this agreement at any time should the tenant be in default of any part of the agreement.

4. **RENT**

- (a) From _____, 2____ to _____, 2____ the Tenant shall pay the First Nation the sum of _____ **Dollars (\$00)** per month payable in cash, certified cheque, interact payment or money order to the Atikameksheng Anishnawbek on the first day of each month at the Atikameksheng Anishnawbek, Administration Office.
- (b) A security deposit payment of \$_____ shall be made at the time of execution of this agreement, and receipt of that amount is hereby acknowledged by the First Nation.
- (c) The security deposit shall be forfeited by the tenant to the First Nation in the event the agreement is terminated for any reason and the unit requires significant repairs as deemed necessary in the First Nations sole discretion.
- (d) The rent will be adjusted for the payment term running from _____ to _____ next successive five year terms of the remaining duration period as deemed necessary by the First Nation in its sole discretion and this new amount shall be the monthly rent payment for that term. The First Nation will adjust the rent for successive five (5) year terms, adjustment dates will be in the month of _____.
- (e) The First Nation as necessary from time to time shall notify the tenant in writing of the rental rate adjustment.
- (f) Any outstanding rental payments owing to the First Nation prior to the acceptance of this agreement shall be paid by the tenant to the First Nation within an acceptable period of time as determined by the First Nation.

5. PAYOUTS

- (a) Early payments of the outstanding balance owing in full will be permitted, subject to the provisions of this Article. Upon payment of the outstanding balance in full as determined by the First Nation in its sole discretion and subject to all terms of this Agreement, the First Nation may at its sole discretion request the issuance of a Certificate of Possession as described in Article 13 and shall terminate this Agreement and release the Tenant from all obligations under this Agreement.
- (b) Payment of the full outstanding balance owing may be made by the Tenant at each rent adjustment date as described in Article 4(d).
- (c) In the event that alternate financing is arranged by the Tenant to pay the outstanding balance using the Premises as security for that financing, the First Nation reserves all rights to approve or disapprove of such alternate financing and for greater certainty, a Ministerial Guarantee of such financing must be approved by the duly elected Gimaa and Council of the First Nation prior to requesting a Certificate of Possession under Article 13.

6. TENANT'S COVENANTS

The Tenant hereby makes the following covenants to the First Nation:

- (a) To observe the terms of the Agreement, including the payment of rent in accordance with this Agreement;
- (b) To take proper care of the building and property of the Premises, excepting damage by fire, tempest or other act of God.
- (c) To pay utilities and service charges for heating, water heating, electricity, telephone and television cable in relation to the Premises but not limited to these.
- (d) The tenant must have all utility and service agreement under their own names.
- (e) The Tenants shall not assign or sublet the Premises without first obtaining permission in writing from the First Nation.
- (f) 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.
- (g) The Tenant will not do or omit to do something which may render void any policy or insurance on the Premises.
- (h) The Tenant agrees that his/her right to continue occupancy is relative to the number of persons occupying the unit. This being _____ (), as noted in the tenant's applications at the time the unit was rented to the applicant.
- (i) The Tenant shall notify the First Nation in writing to request permission to allow other occupants not named in the application to reside with the tenant. The First Nation at its sole discretion may or may not allow the increased occupancy. Failure to notify the First Nation will be a breach of the agreement and the First Nation reserves the right to terminate the agreement.
- (j) Should the Tenant permit other occupants to reside in the Premises without permission from the First Nation; the First Nation in its absolute discretion shall deem the agreement to be in breach and may in its absolute discretion cause the agreement to be terminated and have the tenant vacate the Premises.
- (k) The tenant shall not store combustible or offensive goods, provisions or materials on the premises and /or property.

7. MAINTENANCE – FIRST NATION’S RESPONSIBILITY

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

1. Heating Furnace, Heat Recovery Ventilator, except filters
2. Roof
3. Sump Pump

8. MAINTENANCE – TENANT’S RESPONSIBILITY

The tenant is responsible for the cost of repairing, operating, maintaining and/or replacement of the following items including damaged caused by vandalism, wilful neglect, wear and tear and/or inadequate maintenance

- A. Exterior and Grounds
 1. Screens.
 2. Windows, including glass and locks.
 3. Exterior Doors (All types), including lock sets and windows.
 4. Eavestrough, soffit, fascia, down spouts.
 5. Vinyl Siding.
 6. Lawn, grass cutting, trees.
 7. Patio stones, walkways, stairs, landings, fencing.
 8. Snow removal.
 9. Driveway.

- B. Interior of Building
 1. Flooring (all types).
 2. Walls and Ceiling.
 3. Interior Doors, including closet doors.
 4. Lock sets.
 5. Kitchen and Bathroom cupboards.
 6. Mirror, tub, shower, sinks, toilet, laundry tub and laundry pump, including fixtures, all plumbing piping.
 7. Windows and locks.
 8. Trim, hand rails, guards, stairs
 9. Exhaust fans-kitchen and bathroom

- C. Electrical
 1. Switch and plug plates including cover plates.
 2. All type of fixtures (interior and exterior).
 3. Replace light bulbs.

- 5. Electrical panel, including breakers
 - 4. Phone and Cable lines.
 - 5. Smoke alarms, Fire alarm.
 - 6. Carbon Monoxide detector.
 - 7. Security alarm (if applicable).
- D. Plumbing
- 1. Plugged toilets, sinks, or septic line.
 - 2. Broken, stripped or leaking water taps, stems and handles
 - 3. Chipped or cracked sink, bathtub or toilet
 - 4. Damaged or broken toilet seats.
 - 5. Septic tank pump out
- E. Heating
- 1. Furnace filters
 - 2. Thermostats/grills/diffusers

Further, the items not covered herein shall be the sole responsibility of the tenant. The First Nation reserves the right to recover any such costs from the tenant for repairing or replacing of the items herein.

9. VEHICLES AND PARKING

- (a) The Tenant shall have parking for their use.
- (b) The tenant is responsible for all repair, replacement and maintenance costs related to any damage caused to any item on the premises by driving on any portion of the Premises.

10. INSURANCE

- (a) The First Nation will insure the Premises against damage caused by fire, tempest and lightning, for their full value.
- (b) **The Tenant shall obtain general liability insurance** to protect against all losses and/or ensuing from this agreement and tenancy to the satisfaction of the First Nation and shall name the First Nation as an insured.
- (c) The Tenant is responsible to obtain contents insurance to protect against all losses of all personal items on the Premises.

11. DEFAULTS

The Tenant shall be deemed to be in default in each of the following circumstances, without prejudice to any other grounds of default stipulated herein this agreement or provided for by law:

- (a) Breach by the Tenant of any one of the Tenant's obligations hereunder and, in particular, without limiting the generality of the foregoing, failure by the Tenant to pay, on the respective due dates, any of the rent instalments payable to Atikameksheng Anishnawbek.
- (b) The making of false statements by the Tenant's in this Agreement or in any documents provided to Atikameksheng Anishnawbek for the purposes of this Agreement.
- (c) Damage to the Premises through neglect or lack of on-going maintenance by the Tenant.
- (d) The First Nation in its absolute discretion can terminate the agreement as defined under section 3, if default issues are not remedied to the satisfaction of the First Nation.

12. RE-ENTRY OF PREMISES BY FIRST NATION

- (a) In the case of any default by the Tenant, the First Nation may in its sole and absolute discretion provide the Tenant with a reasonable opportunity to rectify the defaults, and may grant such relief from forfeiture as in its sole and absolute discretion may seem just, but such relief from forfeiture shall not constitute a waiver of any of the rights and remedies of the First Nation under this Agreement.
- (b) If any default by the Tenant is not cured pursuant to the provisions of this Agreement, or if the Tenant shall abandon the Premises, or if this Agreement shall be terminated for any cause, the First Nation may re-enter the Premises or procure the removal from the Premises of the Tenant or any other occupant of the Premises, and may assign this Agreement to another Tenant, or may in the First Nation's sole and absolute discretion cancel this Agreement in its entirety and enter into a new Agreement to sell or rent the Premises.

13. CERTIFICATE OF POSSESSION

Once the final rental payment is made pursuant to this Agreement and all payments have been made, or in the event of the payment of the outstanding principal balance in full under Article 5 and subject to the exclusive discretion of the First Nation, the First Nation may request the Minister of Indian Affairs and Northern Development to issue a Certificate of Possession for the Premises pursuant to section 20(2) of Indian Act, R.S.C. 1985, c.I-5, or equivalent successor legislation, in favour of the Tenant or, if appropriate the Tenant's authorized assignee, once the final payment is made of the said unit.

14. INSPECTION

The First Nation and its authorized representatives may request inspection of the Premises as reasonably required. The Tenant shall provide access to the Premises without delays.

15. ALTERATIONS, ADDITIONS, USE OF PREMISES

The Tenant shall not construct, make or authorize any alterations or additions to the building or property without written consent by the First Nation.

The Tenant shall not use the property or Premises or permit them to be used for any Business; including but not limited to industrial, commercial or manufacturing purposes of any kind.

16. NO REIMBURSEMENT

- (a) There will be no reimbursements of any rental payments made by the Tenant to the First Nation. If the Tenant or First Nation decides to terminate this Agreement under any provision herein this agreement, or if the tenant is to move out for any reason the Tenant will not be compensated for or reimbursed for any rental payments made under this Agreement or for any improvements made to the Premises.

17. ASSIGNABILITY

This agreement and the rights set out herein are not assignable or transferable by the Tenant except as provided under section 18.

18. AGREEMENT TRANSFER

- (a) This agreement may be transferred in whole for the remaining term to another Band Member of Atikameksheng Anishnawbek in the event of death of the Tenant. Such transfer will only be authorized by Gimaa and Council through a Legal Will and where the Band Member to whom the agreement is assigned undertakes to meet all of the obligations set out herein and where the Band Member agrees to sign and execute any further agreements as deemed necessary by the First Nation.
- (b) The agreement may be transferred to a minor providing the legal guardian or trustee is willing to undertake the agreement on behalf of the minor and such person is capable of meeting the terms of the agreement.
- (c) Should the Trustee or legal guardian do not agree to enter into the agreement with the First Nation; the First Nation shall take lawful possession of the Premises without compensation.
- (d) The transfer of the agreement shall be executed within 30 days in the event of death of the tenant.

19. LIFE INSURANCE

- (a) The Tenant may obtain life insurance to insure the principal balance of the loan at his or her discretion. Claims on such insurance shall cause the payment of the outstanding principal balance of the loan to be paid to the First Nation.
- (b) The balance of the loan is calculated on a prorated basis on the overall mortgage for the program the unit is under at the First Nation. The First Nation can provide the value within a reasonable amount of time.
- (c) The executor of the Tenant’s estate shall be responsible to ensure such payment is made within one month of the death of the tenant, unless otherwise agreed to by the First Nation.
- (d) Failure to ensure payment is made to the First Nation will result in default of this agreement and will cause section 12 to be applied providing section 17 is not enacted.

20. KEYS

- (a) The Tenant shall provide the First Nation with a copy of the keys for each door of the premises.
- (b) The First Nation shall secure the key provided in the Administration Office of the First Nation or from time to time in a location identified by the First Nation.
- (c) The First Nation shall only use the key provided for emergency purposes and in cases of default or termination.
- (d) The tenant shall notify the First Nation of any changes to the locks and shall provide a key to the First Nation.

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

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

Tenant: _____

Gimaa: _____

Councillor: _____

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 60 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; or
- 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 60 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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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

Date Approved:

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Approval Initials:

