

**ATIKAMEKSHENG ANISHNAWBEK**  
**RENTAL HOUSING PROGRAM POLICY**



*January 2013*

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Policy Title: **Atikameksheng Anishnawbek Rental Housing Program Policy**

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**1 Background and Purpose of the Policy**

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

The rental housing program provides rental accommodation in single detached homes. Atikameksheng Anishnawbek constructs these units using band funds or funds borrowed from a bank or Canada Mortgage and Housing Corporation (CMHC). Tenants occupying rental 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 Independent Living Centre Housing Program and the Rent-to-Own Housing Program (rental with an option to purchase). The policies for these programs are available from the housing coordinator.

Chief and Council has reviewed the administration of housing services and have approved this rental housing program policy to guide the delivery and administration of rental 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 rental 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 rental accommodation for those who are not in a position to purchase or build their own home; and
- d) Protect and extend the life of rental housing through maintenance, repair, inspection, and insurance policies; and
- e) Share the responsibility for rental housing between Atikameksheng Anishnawbek and the tenants.

3.2 Priorities within these housing goals are established by Council.

#### 4 Definitions

- **“AANDC”** means Aboriginal Affairs and Northern Development Canada formerly known as Indian and Northern Affairs Canada (INAC).
- **“Appeal”** means an option for applicants or tenants who wish to appeal any decision made under this housing policy. The appeal process provides for a review of information and verification that decisions made were in compliance with the housing policy and community housing goals and priorities.
- **“Appeals and Redress Committee”** means the committee which shall hear an appeal of a housing program decision as submitted by an applicant/tenant according to the terms and conditions of the rental housing policy.
- **“Applicant” or “applicants”** means the person(s) applying for assistance through this program.
- **“Arrears”** means rental or other payments owed to Atikameksheng Anishnawbek that are late or overdue.
- **“Atikameksheng Anishnawbek”** means Atikameksheng Anishnawbek or Whitefish Lake First Nation.
- **“Atikameksheng Anishnawbek Reserve”** means the Atikameksheng Anishnawbek reserve lands.
- **“Band” or “the band”** means Atikameksheng Anishnawbek.
- **“Band member” or “member”** means an individual who is a registered status Indian in accordance with the Indian Act and a member of Atikameksheng Anishnawbek.
- **“CMHC”** means Canada Mortgage & Housing Corporation.
- **“Community” or “the community”** means Atikameksheng Anishnawbek.
- **“Council”** means the Atikameksheng Anishnawbek Chief and Council.
- **“Due diligence”** means to take reasonable care to confirm all of the facts and investigate all relevant aspects of an action before moving forward (e.g. eviction).



- **“Eviction”** means the legal action taken by Atikameksheng Anishnawbek to remove a tenant from a rental 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 position 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-cohabitating household member 18 years of age and over, same-sex pair of children under age 18, and additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom.
- **“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 rental unit.
- **“Rental Agreement”** or **“Agreement”** means a written agreement between Atikameksheng Anishnawbek and a tenant for the right to occupy a rental unit, and includes any renewal of such an agreement.
- **“Security deposit”** means a deposit paid by the tenant to Atikameksheng Anishnawbek equal to one month rent to cover losses to Atikameksheng Anishnawbek that may occur during tenancy (i.e. damage to the rental 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 rental unit.
- **“Unit”** means the rental 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 rental housing units located within Atikameksheng Anishnawbek reserve lands; and
  - b) All individuals who have made or will make an application for rental housing within Atikameksheng Anishnawbek reserve lands; and
  - c) All individuals currently occupying a rental 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 shall be identified by date and each reissue cancels and replaces all previous issues.
- 6.6 Policy Amendment List

<b>Amendment Number</b>	<b>Approval Date</b>	<b>Description</b>





- 6.7 Where the policy amendment relates to a rent increase, the housing coordinator shall notify tenants in writing a minimum of 90 days prior to the effective date of the rental increase.

## 7 Roles and Responsibilities

### 7.1 Band Members

- 7.1.1 As members of Atikameksheng Anishnawbek each person is encouraged to contribute their views on existing and future housing programs and services.
- 7.1.2 Band members are encouraged to support implementation and enforcement of the housing policy approved by Chief and Council.

### 7.2 Chief and Council

- 7.2.1 As elected officials, Chief and Council are the decision-making body of the community and shall have the final decision-making authority for all housing program and services.
- 7.2.2 Council is responsible to:
- a) Approve strategic plans and all budgets related to the delivery and administration of housing programs and services; and
  - b) Ensure all housing programs and services are provided; and
  - c) Approve all housing policies and related regulations. When considering new policies or changes to existing policies, Chief and Council shall provide an opportunity for the membership to share their views on such policies; and
  - d) Support housing policy enforcement.

### 7.3 Housing Committee

- 7.3.1 The housing committee shall be an ad hoc committee (set up to carry out a particular task) appointed by Council and be comprised of 6 band members (2 youth aged 18 – 29, 2 adults aged 30-49 and 2 seniors/Elders 50 years of age and older) and 2 portfolio Council members. The Council member that holds the housing portfolio shall act as the Chairperson.
- 7.3.2 The housing committee shall approve applications for rental 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 rental housing program by applying the program policies; and
- b) Review all applications for rental housing to ensure completeness and eligibility; and
- c) Carry out or oversee repairs and maintenance in a cost-effective manner and in accordance with the Maintenance and Repair Schedule (refer to Appendix G); 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 the Maintenance and Repair Schedule (refer to Appendix G) 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 rental 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 rental 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 rental 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 unit, this outstanding account must be paid in full in order to be eligible.

## 10 Selection Criteria – Priority for Rental Housing

- 10.1 Rental 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 rental 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 rental unit shall submit a letter of interest to the housing coordinator every year, after January 1<sup>st</sup>, 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 rental 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 The band member is responsible to complete and submit a new letter of interest annually after January 1<sup>st</sup> of each year.

11.1.5 Where the applicant does not receive a rental unit during the calendar year and is still interested in doing so, the band member is responsible to complete and submit a new letter of interest annually after January 1<sup>st</sup> of each year.

11.1.6 The housing coordinator shall maintain an historical record of the letters of interest submitted by band members.

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

## 12 Security Deposit

12.1 The housing coordinator shall hold as security against possible debt or damage that may be caused during the tenancy a security deposit equal to one months rent for the unit.





- 12.2 The security deposit is to be paid by the tenant to the housing coordinator prior to taking occupancy of the unit.
- 12.3 On termination of the rental agreement the balance of the security deposit less any costs incurred by the housing coordinator related to loss of rental income or tenant damage shall be reimbursed to the tenant by cheque within 30 days of termination of the rental agreement.

### 13 Rental Agreement

#### 13.1 Rental Agreement

13.1.1 The rental agreement (the agreement) is administered in accordance with the terms outlined in the rental agreement, this housing policy and the applicable band laws and regulations. The agreement outlines the terms and conditions of the tenancy and; the housing policy, band laws and regulations form part of this rental agreement. A copy of the agreement is included in Appendix C.

13.1.2 After the first year of occupancy, the rental agreement shall continue thereafter from month to month until the agreement is terminated.

#### 13.2 Signing of the Rental Agreement

13.2.1 After the application for rental housing has been approved, and prior to occupancy, the housing coordinator shall complete an in-person meeting with the tenant to explain all aspects of the band rental program and the rental agreement. The housing coordinator shall review the responsibilities of the band, all rules imposed on the tenant, charges payable by the tenant and consequences for breach of the rental agreement and/or the housing policy. A record of this meeting shall be made and retained on the tenant file.

13.2.2 The rental agreement shall be signed and each page initialed by both the housing coordinator and the tenant prior to the tenant taking occupancy of the unit.

13.2.3 As a condition of signing the rental agreement, the applicant shall provide to the housing coordinator payment of the first month's rent and payment of a security deposit equal to one months rent.

13.2.4 On execution of the agreement and prior to occupancy, the housing coordinator shall provide to the tenant:

- a) A copy of the rental agreement; and



- b) A copy of the rental housing program policy; and
- c) A copy of any by-laws, band rules and regulations that relate to the unit.

13.2.5 The housing coordinator shall notify the finance department of all new rental accounts.

### 13.3 Tenant Responsibilities

13.3.1 The tenant shall meet the terms and conditions of the rental agreement.

13.3.2 The tenant shall notify the housing coordinator of any required maintenance or repairs that are the responsibility of the band (as described in the rental agreement and/or the Maintenance and Repair Schedule) and shall participate in the move-in/move out inspections and/or unit condition assessments as required by the housing coordinator and as described in this policy.

13.3.3 Where the rental agreement lists more than one adult as tenant and where an adult tenant so listed vacates the unit the remaining tenant(s) shall notify the housing coordinator of the change in tenants so that the housing coordinator can amend the tenants listed on the rental agreement.

13.3.4 Where a tenant has allowed another individual(s) who is not listed on the rental agreement to occupy the unit without prior written approval from the housing coordinator, or where the housing coordinator has denied a request from the tenant to allow another individual to occupy the unit, and the unauthorized individual(s) remain in the unit, this shall be a breach of the rental agreement. In such cases the housing coordinator reserves the right to terminate the agreement and have the tenant and all occupants vacate the premises (refer to the occupancy requirements section of this policy).

## 14 Tenant Counselling

14.1 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.

14.2 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.



- 14.3 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.

## 15 Occupancy Requirements

### 15.1 Occupancy Guidelines

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

Enough bedrooms based on NOS requirements means one bedroom for:

- Each cohabiting adult (18 years of age and over) couple; and
- Each non-cohabiting household member 18 years of age and over; and
- Same-sex pair of children under age 18; and
- Additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom. These guidelines shall recognize family court orders requiring a bedroom for visiting children where the tenant has joint custody and the children resides with the tenant 50% of the time or more.

### 15.2 Authorized Occupants

15.2.1 Only occupants listed in the rental agreement signed by the tenant and the housing coordinator are authorized to occupy the unit.

15.2.2 The tenant shall provide verification of household composition (number of persons occupying the rental unit) annually, or as requested, to the housing coordinator.

15.2.3 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.

15.2.4 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.

- 15.2.5 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.

15.3 Additional Dependants

- 15.3.1 A tenant may submit a letter of interest to be considered for a larger rental unit where the number of dependents (18 years of age and under) increases and the increased household size exceeds the following recommended guideline noted previously within this policy item.

- 15.3.2 Submission of the letter of interest does not guarantee approval. In such cases the tenant's expression of interest and any subsequent application for a larger rental unit shall be considered equally with all other applications and only where the tenant is not in any breach of their rental agreement or the housing policy. All rental program eligibility criteria noted within this policy shall apply.

15.4 Guests

- 15.4.1 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.

- 15.4.2 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.



## 16 Rent Payments and Other Housing Charges

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

### 16.1 Rent Levels

A tenant occupying a rental unit shall pay monthly rent as follows:

- Bachelor - \$375.00
- One bedroom - \$375.00
- Two bedroom - \$500.00
- Three bedroom \$550.00
- Four bedroom - \$650.00

### 16.2 Rent Payments

16.2.1 Rent is due to be paid by the tenant to the band monthly on the 1<sup>st</sup> day of each month.

16.2.2 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.

16.2.3 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.

### 16.3 Methods of Rent Payment

#### 16.3.1 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.

#### 16.3.2 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.

#### 16.3.3 Social Assistance Recipients

Where the tenant is in receipt of social assistance and is eligible for the shelter component, the shelter component shall be automatically



transferred to the housing account on behalf of the social assistance client on a monthly basis.

16.4 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.

**17 Rent Collection**

17.1 Account in Arrears

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

17.1.2 For accounts in arrears rent collection procedures shall commence on the 5<sup>th</sup> 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.

17.2 Collection Process

17.2.1 First Notice - A first notice shall be sent to the tenant on the 5<sup>th</sup> 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.

17.2.2 Second notice – If, on the last working day of the month, the rent is still in arrears either in part or in full or, the tenant has not entered into an arrears recovery agreement (refer to Appendix D) a second written notice shall be sent on the 1<sup>st</sup> day after the second payment has been missed. The notice shall confirm the tenant has 10 working days, as of the day after the notice was issued, to pay the arrears in full or to meet with the housing coordinator and enter into a written arrears recovery agreement to repay the arrears over a mutually agreed upon amount of time. The notice shall confirm that failing to repay the arrears in full/enter into an arrears recovery agreement (refer to the section on arrears recovery agreements contained within this policy) shall result in the housing



- coordinator issuing a termination of tenancy notice/eviction. The housing coordinator shall make at least two efforts to contact the tenant by telephone to resolve the arrears before the end of the 10 day period.
- 17.2.3 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.
- 17.2.4 Third and final notice - 10 day notice to terminate tenancy/eviction. If by the 11<sup>th</sup> working day of the second month the tenant has neither paid the arrears in full nor entered into an arrears recovery agreement to repay the arrears, a 10-day notice to terminate tenancy, as of the day after the notice was issued, shall be issued to the tenant (refer to the section of this policy that deals with termination of the rental agreement).
- 17.2.5 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.
- 17.2.6 The housing coordinator shall cease the termination of tenancy action only where the tenant pays the total accumulated amount of rent arrears on the account in full by cash or bank draft before the expiration of the 10 day notice period. An arrears recovery agreement shall not be accepted.
- 17.2.7 If after 10 days the tenant fails to pay the rent arrears in full, the housing coordinator shall request sign-off of the termination of tenancy/eviction notice by the Director of Operations and the Public Works Manager; as part of the request the housing coordinator shall demonstrate that the policy was applied and due diligence was conducted. The housing coordinator shall then proceed with termination of the rental agreement (eviction) and shall notify Council in writing that this action is being taken.
- 17.3 Arrears Recovery/Repayment Agreement
- 17.3.1 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.
- 17.3.2 The agreement shall include the amount of each payment installment and the date the payment is due.
- 17.3.3 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.
- 17.3.4 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.
- 17.4 Persistently Late Payments
- 17.4.1 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.
- 17.4.2 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.
- 17.4.3 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).

## 18 Termination of the Rental Agreement/Eviction

- 18.1 Termination by the Tenant
- 18.1.1 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.
- 18.1.2 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.





18.2 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:

- 18.2.1 Tenant knowingly gave false information to the band.
- 18.2.2 Tenant is in arrears or persistently late making the required rental payments.
- 18.2.3 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.
- 18.2.4 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.
- 18.2.5 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).
- 18.2.6 Tenant has assigned, leased or sublet the rental unit.
- 18.2.7 Tenant has permitted individual(s) not included in the rental agreement to occupy the unit.
- 18.2.8 Tenant has abandoned the rental unit for a period longer than two (2) months without written notice to the housing coordinator.
- 18.2.9 A tenant is operating a business out of unit.

18.3 Notification Process – Terminating Tenancy for Cause

- 18.3.1 Except in cases where the cause for termination/eviction is rental arrears as noted within this policy, prior to issuing the 60 day notice to terminate tenancy, the housing coordinator shall issue two (2) written notices to the tenant to confirm the breach of the agreement and/or housing policy and/or band bylaws.
- 18.3.2 The first notice, which shall be signed and dated, shall include contact



- information and a deadline for the tenant to contact the housing coordinator to respond to and resolve the breach.
- 18.3.3 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.
- 18.3.4 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).
- 18.4 Eviction Process
- 18.4.1 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.
- 18.4.2 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.
- 18.4.3 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.
- 18.4.4 Eviction action may be taken at any time during the year.
- 18.4.5 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.
- 18.4.6 The tenant shall be given fourteen (14) calendar days to vacate the unit.
- 18.4.7 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.
- 18.4.8 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.
- 18.4.9 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.
- 18.4.10 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).
- 18.4.11 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.
- 18.4.12 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.

## 19 Insurance

- 19.1 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.



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

## 20 Maintenance and Repairs

### 20.1 Tenant Responsibilities

- 20.1.1 The tenant is responsible for the routine maintenance, repairs and day-to-day upkeep of the unit as detailed in the Maintenance and Repair Schedule (refer to Appendix G) which shall be signed by the tenant and the housing coordinator prior to occupancy of the unit. The tenant shall be provided with a copy of the schedule. The tenant shall not be reimbursed for any costs related to such routine maintenance, repairs and day-to-day upkeep as included in the schedule.
- 20.1.2 The tenant is responsible to maintain the outside 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.
- 20.1.3 The tenant is responsible for snow removal from walkways and driveways.
- 20.1.4 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).
- 20.1.5 The tenant is responsible to immediately report to the housing coordinator any accident, break or defect in interior plumbing, heating or electrical systems, or in any part of the home and its' equipment in general.
- 20.1.6 Where a tenant is requesting maintenance or repairs, the tenant shall complete a Request for Repairs form (refer to Appendix H) and shall submit the form to the housing coordinator.
- 20.1.7 The tenant is not permitted to alter or cause to be altered the locking system on any unit entry door.
- 20.1.8 The tenant may not remove from the unit any fixtures, sinks, bathtubs, or appliances.
- 20.1.9 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.



- 20.1.10 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.
- 20.1.11 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.
- 20.2 Band Responsibilities
- 20.2.1 The housing coordinator shall review with the tenant the roles and responsibilities for maintenance and repairs as outlined in the rental agreement.
- 20.2.2 The housing coordinator is responsible to carry out maintenance and repairs to components of the unit including building structure and systems including heating, electrical and interior plumbing where either:
- a) The maintenance or repair is required on a component that is original to the home at the time of occupancy; or
  - b) The component has reached the end of its serviceable life; or
  - c) The maintenance or repair is confirmed to be related to normal wear and tear.
- 20.2.3 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.
- 20.2.4 All repair work shall be inspected by the housing coordinator or by the agency having jurisdiction.
- 20.2.5 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.
- 20.2.6 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.
- 20.2.7 With the exception of repairs of an emergency nature or to respond to health and safety issues, or repairs required to address tenant health (as supported by a letter from a certified health professional), repairs shall be made only for a tenant whose account is not in arrears.



20.3 Emergency Repairs

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

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

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

20.3.4 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.

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

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

20.3.6 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.

**21 Inspections**

21.1 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.

21.2 Annual Unit Condition Assessment

21.2.1 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.

21.2.2 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 3<sup>rd</sup> attempt.

21.2.3 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 I).

### 21.3 Move-In Inspection

21.3.1 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.

21.3.2 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.

21.3.3 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.

21.3.4 The housing coordinator shall complete a unit condition inspection report (refer to Appendix I) 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.



21.4 Move-Out Inspection

- 21.4.1 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.
- 21.4.2 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.
- 21.4.3 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.
- 21.4.4 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.
- 21.4.5 The housing coordinator shall complete a unit condition inspection report (refer to Appendix I). 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.
- 21.4.6 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.





21.5 Vacant Unit Inspection

- 21.5.1 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.
- 21.5.2 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 I). 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.
- 21.5.3 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.
- 21.5.4 Where the unit is determined to have been abandoned the policy regarding abandoned units contained within this housing policy shall apply.

**22 Access to the Unit**

- 22.1 The rental agreement provides for a representative of the band to enter the unit at all reasonable times to examine the condition of the unit.
- 22.2 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 J); 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.



- 22.3 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.
- 22.4 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.

### **23 Tenant Damage**

- 23.1 The tenant shall notify the housing coordinator within 24 hours when damage to the unit occurs.
- 23.2 The housing coordinator may at all reasonable times and with 24 hours written notice to the tenant enter the unit to examine its condition.
- 23.3 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).
- 23.4 Where repairs are required to the unit as a result of willful damage or neglect the following procedures shall be applied:
  - 23.4.1 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.
  - 23.4.2 Within five (5) working days of receiving the inspection report, the housing coordinator shall issue a written notice of tenant damage (refer to Appendix K) 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.
  - 23.4.3 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.
  - 23.4.4 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.
- 23.5 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.

- 23.6 All instances of tenant damage shall be recorded in the tenant's file and remain on file indefinitely.
- 23.7 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:
- 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
  - Note the value of the repair costs as an account owing against the former tenant; and/or
  - File a report of damages to the local police department.
- 23.8 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.

## **24 Use of the Unit and Property**

- 24.1 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.
- 24.2 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).
- 24.3 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.

24.4 The housing coordinator shall confirm that the request meets the zoning requirements as set out within the Atikameksheng Anishnawbek Land Use Plan.

24.5 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.

## 25 Subletting

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

25.2 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.

## 26 Transfer/Relocation of Tenant(s)

### 26.1 Over-Housed Household

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

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

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

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

- a) Where the transfer/relocation is at the request of the housing department, the housing department shall pay relocation costs of the



contents of the home (excluding any equipment, recreational vehicles etc.) to a maximum amount of \$5,000.00; and

b) The tenant(s) shall sign a new rental agreement for the replacement unit.

26.2 Transfer at the Request of the Tenant(s)

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

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

**27 Vacated Unit**

27.1 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.

27.2 Vacating the Unit on a Temporary Basis

27.2.1 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.

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



27.3 Vacating the Unit on an Indefinite Basis

27.3.1 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

27.3.2 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.

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

27.3.4 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.

27.3.5 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.

27.3.6 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.



27.3.7 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.

27.4 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).

**28 Abandoned Unit**

28.1 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).

28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 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.
- 28.6 The housing coordinator shall notify Council in writing that they are applying for a court possession order for the unit.
- 28.7 On receipt of the court possession order, the rental agreement shall be terminated and the unit shall be reclaimed by the housing coordinator.
- 28.8 Where the former tenant has left personal property in the unit/on the property, the following shall apply:
- 28.8.1 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.
- 28.8.2 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.
- 28.8.3 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.
- 28.8.4 Notwithstanding the above, the housing coordinator may dispose of the personal property if the housing coordinator believes that:
- The property has a total value of less than \$500; or
  - The cost of removing, storing and selling the property would be more than the proceeds of its sale; or
  - The storage of the property would be unsafe.
- 28.8.5 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:
- 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
  - Note the value of the repair costs as an account owing against the former tenant.
- 28.9 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.

## 29 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.



### 30 Death of a Tenant

- 30.1 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.
- 30.2 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.
- 30.3 In the event of a tenant death, should 30.1 (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.



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

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:

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**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.*



**APPENDIX B – APPLICATION FOR RENTAL HOUSING**

**Application – Atikameksheng Anishnawbek Rental Housing**

Page 1 of 8

The information requested in this application is based on the Atikameksheng Anishnawbek Rental Housing Program policy approved by Atikameksheng Anishnawbek Chief and Council. The purpose of the application is to collect information which shall confirm whether the applicant is eligible to receive rental housing assistance, and the priority of their request for housing assistance.

**1. Who is eligible to receive housing assistance?**

- a) An applicant shall be 18 years of age or older; and
- b) An applicant shall meet the family size required for the available unit; and
- c) An applicant may be required to provide verification of household income in order to confirm their ability to manage the monthly rent payments and other associated costs or charges; and
- d) An applicant may sign a declaration/financial disclosure form authorizing Atikameksheng Anishnawbek to verify income, credit history as part of the application; and
- e) An approved applicant shall pay the first months' rent plus one months' rent as a damage deposit, prior to move-in.

**2. Who is not eligible?**

- a) An applicant with rent arrears and/or outstanding accounts with Atikameksheng Anishnawbek; and
- b) An applicant that has a history of poor tenancy (cited for rental agreement violations where notice to correct or vacate was issued).

**3. Complete the application**

- a) The application shall be completed fully in ink and printed clearly; and
- b) An incomplete application shall be returned to the applicant or the housing department shall ask the applicant to provide additional information; and
- c) All of the information provided on the application shall be true. A false statement may result in the denial the application or immediate eviction in the event that an applicant is successful and the false statement was relied upon when a rental housing unit was awarded.

**4. Submitting the Application**

The completed application shall be submitted by hand, in sealed envelope, to the Atikameksheng Anishnawbek Office, or received by mail at the Atikameksheng Anishnawbek Office at the address noted above.

Need Help?

If you require assistance completing the application form, please contact the housing department at 705-692-3651, ext 212.

*All information provided shall be kept confidential and used for the purposes described herein.*



**Application – Atikameksheng Anishnawbek Rental Housing**

For Internal Use Only		
Date Received: By Hand <input type="checkbox"/> By mail <input type="checkbox"/>	Application complete? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Application Eligible? Yes: <input type="checkbox"/> No: <input type="checkbox"/> If no, details:
Application Point Rating Score: _____ Comments:		Unit being considered for:
Chief and Council Review		
Review Date: _____ Application Approved? Yes: <input type="checkbox"/> No: <input type="checkbox"/> If no, details:		

**1. Household Information**

Please list the names of all of the individuals who would be living in the rental unit. The first names on the list are the primary applicant (head of the household) and secondary applicant (spouse/partner) where applicable. For dependents, in the column ‘relationship to primary occupant’ this could be son or daughter, and for ‘other occupants’ this could be an aunt, grandparent or, someone not related to the primary or secondary applicant.

Name (First and Last Name)	Date of Birth (Month/year)	Male or Female	Relationship to Primary Applicant	10 Digit Band Member #
Primary Applicant:				
Secondary Applicant (where applicable):				
<b><i>Dependents (please list all dependents under 18 years of age that will be living in the home)</i></b>				
<b><i>Other Occupants (Please list all other occupants that will be living in the home)</i></b>				



Application – Atikameksheng Anishnawbek Rental Housing

2. Contact Information

	Home phone #	Work phone #	Other
Primary Applicant:			
Secondary Applicant (where applicable):			

3. Name of Person to Contact in Your Absence/Emergency

Name: _____	Home Phone #	Work Phone #	Other
Relationship: _____			

4. Income Information/Employment History

Primary Applicant

**Source of Income** (Please check those that apply)

Employed full-time     Employed Part-time     Employment Insurance  
 Social Assistance     Student     Other (specify): \_\_\_\_\_

**If employed:**

Employer Name: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Employer Telephone Number: \_\_\_\_\_

Length of Employment: \_\_\_\_\_ years    \_\_\_\_\_ months    \_\_\_\_\_ weeks

Secondary Applicant

**Source of Income** (Please check those that apply)

Employed full-time     Employed Part-time     Employment Insurance  
 Social Assistance     Student     Other (specify): \_\_\_\_\_

**If employed:**

Employer Name: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Employer Telephone Number: \_\_\_\_\_

Length of Employment: \_\_\_\_\_ years    \_\_\_\_\_ months    \_\_\_\_\_ weeks

Total Household Income \$ \_\_\_\_\_     Please attach worksheet #1  
Consent for Financial Disclosure     Please attach worksheet #2



**Application – Atikameksheng Anishnawbek Rental Housing**

**5. Present Accommodation**

What is your current address?

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

What type of residence you live in now? (Check one that applies)

Townhouse     Apartment     House     Basement suite     Other \_\_\_\_\_

How many bedrooms are in the residence? \_\_\_\_\_

How long have you lived there? \_\_\_\_\_

Do you own this residence?                      Yes:     No:

If you pay rent, what is the monthly rent? \_\_\_\_\_

Do you own any other residences?            Yes:     No:     If yes, how many? \_\_\_\_\_

Please describe the reason(s) you are applying to move from your current residence:  
\_\_\_\_\_  
\_\_\_\_\_

If you have listed a disability/medical condition as a reason for the move, please provide a letter signed by a certified health professional that confirms the nature of the disability.

**6. Rental History with Atikameksheng Anishnawbek**

Have you ever rented from Atikameksheng Anishnawbek?    Yes:     No:     **If yes:**

Address rented: \_\_\_\_\_

Dates: \_\_\_\_\_

Reason for ending tenancy \_\_\_\_\_

Address rented: \_\_\_\_\_

Dates: \_\_\_\_\_

Reason for ending tenancy \_\_\_\_\_





**Application – Atikameksheng Anishnawbek Rental Housing**

**7. Accommodation References**

<i>Please provide information on your current and last residence</i>				
	From Date	To Date	Name of Landlord (if applicable)	Phone number for landlord
Current address				
Previous address				

**8. Request for a Rental Reference**

Please attach worksheet #3

**9. Declaration**

*All information provided shall be kept confidential and used for the purposes described herein.*

- a) I/we the undersigned consent to the obtaining of such information as Atikameksheng Anishnawbek may deem necessary at any time in connection with the undersigned, in conjunction with the housing assistance hereby applied for, or any renewal, or extension thereof; and
- b) I/we the undersigned consent to the disclosure of any information concerning the undersigned to any credit reporting agency or person with whom the undersigned has or proposes to have financial relations with; and
- c) I/we the undersigned warrant that all information presented herein is correct and I/we acknowledge that submission of incorrect information may result in the application being excluded for consideration; and
- d) I/we the undersigned acknowledge that submission of this application does not obligate Atikameksheng Anishnawbek to provide rental accommodation.

Primary Applicant (please print)	
Signed	Date:

Secondary Applicant (please print)	
Signed	Date:



**Application – Atikameksheng Anishnawbek Rental Housing**

**Worksheet #1 – Total Annual Household Income**

As part of the application process for the rental housing program, you shall provide information on the total household income which is the gross current year’s income (before deductions) of everyone who will be living in the rental housing unit. **Please complete the chart below for every adult member of the household listed on page 2 of the application form.**

	Source of Income	Name	Name	Name	Name	Name
1	Employment income					
2	Child tax benefit					
3	Employment insurance benefits					
4	Social assistance, workers compensation, other benefits					
5	Old age pension, Canada Pension, disability pension, veterans allowance					
6	Alimony or child support payments					
7	Self employed or seasonally employed earnings (use net income)					
8	Other income (i.e. lease monies, room and board from boarders, investment income – please specify).					
<b>Total Income from all sources</b>						

ADD: All Columns:                      TOTAL ANNUAL HOUSEHOLD INCOME: \_\_\_\_\_



Application – Atikameksheng Anishnawbek Rental Housing

**Worksheet #2 – Consent for Financial Disclosure**

I/we, the undersigned, authorize Atikameksheng Anishnawbek to verify the information contained in my/our application for rental housing and in other documents required in connection with this application. All information obtained is solely for Atikameksheng Anishnawbek in relating to my/our application for rental housing and will be treated in a confidential manner.

I/we, the undersigned, authorize Atikameksheng Anishnawbek to obtain verification of financial records including verification of income. I/we acknowledge that this may include information of a confidential or privileged nature.

I/we, the undersigned, hereby release and hold harmless all parties and persons connected with any such request from all claims, liabilities and damages.

**Authorization to Disclose Financial Information**

I/we, the undersigned, authorize Atikameksheng Anishnawbek to view information and documentation requested including employment and income history and, copies of Canada Revenue Agency personal income tax assessments.

I/we, the undersigned, consent to the disclosure of the preceding information.

A copy of this authorization may be accepted as original.

Primary applicant (please print)	
Signed	Date:

Secondary applicant (please print)	
Signed	Date:



**Application – Atikameksheng Anishnawbek Rental Housing**

**Worksheet #3 – Request for a Rental Reference**

Re: \_\_\_\_\_ Date: \_\_\_\_\_  
Applicant for housing

Dear  
I/we have applied to Atikameksheng Anishnawbek for a rental housing unit and are required to provide confirmation of our tenancy record. Please complete the following:

Applicant rented from you: From \_\_\_\_\_ To \_\_\_\_\_  
Address of rental property \_\_\_\_\_

	YES	NO
Did the applicant give the required notice prior to vacating the unit?		
Did the applicant maintain the unit according to the terms of the rental agreement/lease during occupancy?		
Were there any valid complaints lodged against the applicant?		
Was the rent paid each month, by the due date?		
Is there a balance owing for rent, damages or other charges?		
Any other comments		

\_\_\_\_\_  
Landlord's signature Date

Thank you

I, \_\_\_\_\_, do hereby give my consent to release the above information.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Primary Applicant

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Secondary Applicant



**APPENDIX C – RENTAL AGREEMENT**

**RENTAL AGREEMENT RENEWAL** made in DUPLICATE this XX<sup>th</sup> day of, XXXX 20XX.

**BETWEEN:**

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

**OF THE FIRST PART**

**AND:**           **Tenant Name**  
Band Number **22400XXXXX**  
(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 only, who is a registered member of Atikameksheng Anishnawbek for use and occupation as a residential dwelling all those certain Premises more particularly known and described as:

HOUSE LOCATED AT XXXXXXXXXXXX  
LOT XXX, AS SHOWN ON C.L.S.R. XXXXX  
WHITEFISH LAKE INDIAN RESERVE NO. 6

- (b)    The Premises is provided by the First Nation to the tenant in an “as is” condition.

**2.     DURATION**



This Agreement shall commence on the XX day of, XXXX, 20XX and continue thereafter from month to month.

**3. TERMINATION**

The Tenant shall have the right to terminate this Agreement upon giving sixty (60) days 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.

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

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

**4. RENT AND SECURITY DEPOSIT**

- (a) The tenant shall pay the First Nation the rent in the sum of **xx hundred dollars (\$000.00)** 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 is required the time of execution of the first original agreement in the amount of xx hundred dollars (\$000.00); and acknowledged by the receipt issued by the First Nation. agreement
- (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 Nation’s sole discretion.
- (d) The First Nation as from time to time shall notify the tenant in writing of any rental rate adjustment; and shall provide at a minimum sixty (60) days notice of such adjustment.

**5. RULES AND REGULATIONS**

- (a) The Tenant shall abide by any and all rules, policies, regulations enacted by the First Nation in all cases.
- (b) The First Nation will provide the Tenants with reasonable advance notice and in any case not less than sixty (60) days of any rules or policy changes.
- (c) The Tenant shall not store coal or any combustible or offensive goods provisions or materials on the premise and/or property.
- (d) The Tenant shall not conduct any business operations on the premises including but not limited to industrial, commercial or manufacturing purposes of any kind without express written permission by the First Nation.
- (e) The Tenant shall not disconnect the smoke alarms.



**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 keep the building and property of the Premises in good repair, maintained and in a clean condition at all times.
- (c) To pay all utilities and service charges for heating, water heating, electricity, telephone and television cable in relation to the Premises but not limited to these.
- (d) To have all utility and service agreements under their own name.
- (e) The Tenants shall not assign or sublet the Premises without first obtaining written permission from the First Nation. The First Nation reserves the right to grant permission.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.

**7. MAINTENANCE - FIRST NATION'S RESPONSIBILITY**

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

- a. Heating System, Heat Recovery Ventilator.
- b. Roof.
- c. Cracks in walls and ceilings due to construction or settling.
- d. Main line plumbing lines leaks (potable and waste lines).
- e. Sticking doors only when reported immediately and no other damage occurs.
- f. Burnt out light fixtures, switches or receptacles, breakers.
- g. Septic tank and field bed systems.
- h. Structural.
- i. Flooring seal.
- j. Window frames.

The First Nation is responsible for cost of replacement and/or repairs of items caused by normal wear and tear and damage caused by fire, tempest or other act of God.

The First Nation will repair items above noted relating to health and safety within a reasonable time frame.



8. MAINTENANCE – TENANT’S RESPONSIBILITY

The tenant is responsible for the cost of operating and maintaining the following items.

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
10. Circulation Fan

C. Electrical

1. Switch and plug plates including cover plates.
2. All Electrical Fixtures (interior and exterior).
3. Replace light bulbs.
4. Phone and Cable lines.
5. Smoke alarms, Fire alarm.
6. Carbon Monoxide detector.
7. Security alarm (if applicable).

D. Plumbing

1. Toilets, sinks, tubs including faucets.
2. Laundry Tub
3. Minor Leaks
4. Waste line blockages (i.e. kitchen drain, toilet)
6. Gaskets and seals
7. Exterior hose bib.

E. Heating

1. Thermostats
2. Turning heating on/off as needed (seasonal change)





3. Gas Leaks (call gas company immediately)

- (a) 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.
- (b) The tenant is responsible for the cost of repair and/or replacement of any item(s) herein damaged by vandalism, willful neglect and/or inadequate operation and maintenance.
- (c) The First Nation reserves the right to determine if inadequate maintenance is the cause of items to be repaired and or replaced.

**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.
- (c) The Tenant shall not store any derelict vehicles on 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.
- (d) The First Nation shall be in no way whatsoever be liable, or responsible for any damage, however, caused, to any property, including, automobiles and contents thereof, belonging to or owned by the Tenant, family or to other persons while such property is located upon the rented premises.
- (e) 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.
- (f) The Tenant will not do or omit to do something which may render void any insurance policy 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 in the First Nation's sole and absolute discretion terminate this Agreement in its entirety.
- (c) Any and all items left in the premises at the time of re-entry will be discarded by the First Nation without compensation to the Tenant.

**13. INSPECTION**

- (a) The First Nation and its authorized representatives from time to time will request inspection of the Premises as reasonably required.
- (b) The Tenant shall provide access to the Premises without delays.

**14. ALTERATIONS, ADDITIONS, USE OF PREMISES**

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

**15. NO REIMBURSEMENT**

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.

**16. ASSIGNABILITY**

- (a) This agreement and the rights set out herein are not assignable or transferable by the Tenant except as provided.
- (b) In the event of death of the Tenant the Agreement may be transferred to a spouse providing a request in writing is submitted to the First Nation.
- (c) The First Nation in its sole and absolute discretion will determine if a transfer of the Agreement is warranted.

**17. 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.
- (e) The tenant may request a key from the First Nation if a key is lost.

**18. OWNERSHIP**

This Agreement creates a relationship of landlord and tenant and does not give any rights of ownership of the Premises to the Tenant.

**19. MECHANICAL ROOM**

- (a) The tenant shall not store any material, supplies, equipment of the like in the mechanical room at any time.
- (b) The Tenant shall not adjust the mechanical components at any time.

**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: \_\_\_\_\_  
**Tenant's Name**

Chief: \_\_\_\_\_  
**Name**

Director of Operations: \_\_\_\_\_  
**Name**

Witness: \_\_\_\_\_  
**Name**



APPENDIX D –ARREARS RECOVERY/REPAYMENT AGREEMENT

Arrears Recovery/Repayment Agreement

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

Agreement to repay arrears between

The Tenant(s) \_\_\_\_\_  
Primary Tenant Secondary Tenant

-And -

Atikameksheng Anishnawbek

I/we the Tenants, acknowledge the amount of arrears owing on our account of \$\_\_\_\_\_. In order to repay full amount of arrears I/we agree to pay the regular monthly payment due on the 1<sup>st</sup> of each month plus an additional amount for the period noted below, as follows:

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

- o I/we hereby submit a payment of \$ (15% of the total arrears) as an initial repayment of the arrears.
- o I/we understand that failure to meet the repayment arrangements as noted above constitutes grounds for Atikameksheng Anishnawbek to take corrective action as outlined in the housing policy.

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

Witnessed by: \_\_\_\_\_  
Housing Coordinator

Date: \_\_\_\_\_



**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
- By mail at least five days before the 90 day notice begins.

\_\_\_\_\_  
Primary Tenant Signature Date

\_\_\_\_\_  
Secondary Tenant Signature Date

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

*Note: Tenant should keep a copy of this notice.*



**APPENDIX F – NOTICE OF TERMINATION BY ATIKAMEKSHENG ANISHNAWBEK**

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

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

**Notice of termination, notice to quit, demand for possession**

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

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

**Notice to Quit and Demand for Possession**

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

Signed

Atikameksheng Anishnawbek (705-692-3651)



**APPENDIX G – MAINTENANCE AND REPAIR SCHEDULE**

**Atikameksheng Anishnawbek - Rental Housing Program  
Maintenance and Repair Schedule – Roles and Responsibilities**

Page 1 of 7

- Atikameksheng Anishnawbek (the band) and the tenant are both responsible for aspects of maintenance and repairs for the unit. The band employs sound management practices in the operation, maintenance and administration of band rental units and is responsible to undertake maintenance programs to ensure the unit meets minimum health and safety standards. A maintenance program is followed in order for the Band to develop and work within annual budgets.
- The tenant is responsible for maintaining and keeping the unit in good repair at all times, failure to do so can result in the termination of the rental agreement according to the terms of the agreement and the housing policy.

**Section 1 - Band Responsibilities**

- 1) The band shall carry out repairs and maintenance to components of the unit and property including:
  - a. Major building components (e.g. roof, exterior wall finishes, exterior doors and windows including screens, building foundation); and
  - b. Major building services (e.g. heating system, chimney, hot water tank, sewage/field/bed/tank and related equipment, water well and water pump and related components); and
  - c. Basic facilities (stove, refrigerator, sinks and faucets, counter tops, cabinets, toilets, tub, vanities); and
  - d. Other major facilities and equipment (interior floor coverings and washers/dryers where such equipment was provided at move-in).
- 2) The band shall carry out maintenance or repairs where:
  - a. The maintenance or repair is required on a component that is original to the home at the time of occupancy; and/or
  - b. The component has reached the end of its serviceable life; and/or
  - c. The maintenance or repair is confirmed to be related to normal wear and tear; and/or
  - d. The maintenance or repair is required as a result of improper construction or installation.
- 3) The band shall:
  - a. Maintain the building and property to the minimum requirements for housing that are related to public health as defined in the Ontario Public Health Standards, and structural efficiency as defined in the Ontario Building Code; and
  - b. Coordinate, oversee, and keep proper records of all repairs; and
  - c. Supply each housing unit with a fire extinguisher and smoke alarm; and
  - d. Complete an annual unit assessment.

Page 1 of 7 initialed by: \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Tenant)  
\_\_\_\_\_ (Atikameksheng Anishnawbek)



**Atikameksheng Anishnawbek - Rental Housing Program  
Maintenance and Repair Schedule – Roles and Responsibilities**

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

**Section 2 - Emergency Repairs**

The Band is responsible to respond to emergency repairs that are not a result of willful damage or neglect by the tenant or their guests. Eligible emergency repairs include:

- a. Any accident, break or defect in interior plumbing, heating systems, electrical systems, hard-wired smoke detectors, or exterior porch light, in any part of the home; and
- b. Any item that presents a hazard to the immediate health or safety of the tenant; and
- c. Any item required to prevent the loss of an essential service (power, interior water, heat).

**Weekdays** - Contact 705-692-3651 **Weekends & Holidays** Contact XXXXXX at 705-XXX-XXXX

On receipt of a call, the housing coordinator shall make every reasonable effort to respond to eligible emergency repairs within 24 hours of receiving notification from the tenant.

**Section 3 - Tenant Responsibilities**

The tenant shall be responsible for aspects of routine maintenance; including but not limited to:

- a. Daily upkeep of the housing unit’s interior and exterior; and
- b. Regular maintenance including window washing, cutting the lawn and yard cleanup; and
- c. Preventative maintenance required to upkeep the home, including all minor repairs/items of routine maintenance and their associated costs; and
- d. Contacting the band immediately (within 24 hours) if problem arises involving repairs or services that are the responsibility of the band; and
- e. Regularly checking the house for safety hazards such as loose handrails and fire hazards. Ensure that all fire extinguishers and smoke alarms are in working order at all times; and
- f. Being aware that the band does not provide contents insurance and consider obtaining and paying the cost of contents insurance (tenant’s insurance) for personal belongings in the unit; and
- g. Completing repairs required as a result of neglect or willful damage caused by the tenant and/or their guests and/or their pet(s).

Page 2 of 7 initialed by: \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Tenant)  
\_\_\_\_\_ (Atikameksheng Anishnawbek)





Atikameksheng Anishnawbek - Band Rental Housing Maintenance and Repair Schedule – Roles and Responsibilities

Section 4 - Assessing Responsibilities for Maintenance and Repairs

- The Band shall not repair or replace any damaged item where the damage is determined to be a result of willful neglect or damage on the part of the tenant, their guests, or their pets.
The Band shall not reimburse tenants the cost of supplies related to their repair and maintenance responsibilities as noted below.

Table with 3 columns: Item, Tenant Responsibility, and Band Responsibility. Rows include Appliances, Basement, Chimneys, Closet Doors, Curtains & blinds, Doors and door fixtures, Electrical and lighting, Fans Stove & bathroom, Fire Extinguishers, and Fireplace/chimney.

Page 3 of 7 initialed by: [Signature lines for Tenant and Atikameksheng Anishnawbek]



**Atikameksheng Anishnawbek - Band Rental Housing  
Maintenance and Repair Schedule – Roles and Responsibilities**

**Section 4 - Assessing Responsibilities for Maintenance and Repairs (continued)**

Item	Tenant Responsibility	Band Responsibility
<b>Flooring</b>	<ul style="list-style-type: none"> <li>- Maintain floors and keep clear of debris.</li> </ul>	<ul style="list-style-type: none"> <li>- Repair/replace only where there is a threat to the health/safety of the tenant or where flooring has reached the end of its serviceable life.</li> <li>- Carpeting deemed to have reached the end of its serviceable life shall be replaced with hard surface flooring.</li> </ul>
<b>Gutters</b>	N/A	<ul style="list-style-type: none"> <li>- Clean and repair/replace where it has reached the end of its serviceable life.</li> </ul>
<b>Heating and Ventilation Systems</b>	<ul style="list-style-type: none"> <li>- Furnace filters replaced monthly during the heating season (September to May). Housing coordinator to supply filters.</li> </ul>	<ul style="list-style-type: none"> <li>- Check annually, repair/replace where there is a defect in the heating system or where it has reached the end of its serviceable life.</li> </ul>
<b>Hot Water Tank</b>	<ul style="list-style-type: none"> <li>- Keep clear of debris, ensure easy access for technicians.</li> </ul>	<ul style="list-style-type: none"> <li>- Flush and clean annually.</li> <li>- Repair/replace where there is a defect or where it has reached the end of its serviceable life.</li> </ul>
<b>HRV/Air Exchanger</b>	<ul style="list-style-type: none"> <li>- Ensure proper operation during the heating season.</li> <li>- Clean/maintain filters every 3 months.</li> <li>- Keep vents clear of debris and free from blockages, ensure easy access for technicians.</li> <li>- Ensure unit is supplied with power at all times.</li> </ul>	<ul style="list-style-type: none"> <li>- Check annually.</li> <li>- Repair/replace where there is a defect or where it has reached the end of its serviceable life.</li> </ul>
<b>Keys</b>	<ul style="list-style-type: none"> <li>- Replace lost or damaged.</li> <li>- Tenant is not to change the locks.</li> </ul>	<ul style="list-style-type: none"> <li>- Provide keys as required at move-in.</li> </ul>
<b>Paint</b>	<ul style="list-style-type: none"> <li>- Repair paint where damage caused by tenant, their guests or their guests or pets.</li> </ul>	<ul style="list-style-type: none"> <li>- Painting done as needed.</li> </ul>
<b>Plumbing, plumbing fixtures and sinks</b>	<ul style="list-style-type: none"> <li>- Keep all fixtures, sinks, taps, drains, vents, water pipes, toilets and tanks in good working order.</li> <li>- Clean regularly and kept free of debris.</li> </ul>	<ul style="list-style-type: none"> <li>- Repair/replace where there is a break or defect in the interior plumbing or where it has reached the end of its serviceable life.</li> </ul>
<b>Roofing (structure, shingles/ flashing)</b>	<ul style="list-style-type: none"> <li>- Keep roof clear of debris</li> </ul>	<ul style="list-style-type: none"> <li>- Check annually.</li> <li>- Repair/replace where there is a defect or where it has reached the end of its serviceable life.</li> </ul>

Page 4 of 7 initialed by: \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Tenant)  
 \_\_\_\_\_ (Atikameksheng Anishnawbek)



Atikameksheng Anishnawbek - Band Rental Housing Maintenance and Repair Schedule – Roles and Responsibilities

Section 4 - Assessing Responsibilities for Maintenance and Repairs (continued)

Table with 3 columns: Item, Tenant Responsibility, and Band Responsibility. Rows include Sewage/field/bed/tank, Siding, Smoke detectors, Sump pump/laundry pump, Vents, Walls, Windows & Screens, Yard, and Other.

Section 5 - Tenant Responsibilities Seasonal Checklists

Fall Checklist

- Every month, check that smoke detectors are functioning properly.
Check and clean range hood filters.
Check and clean or replace furnace air filters each month during the heating season (September to May).

Page 5 of 7 initialed by: (Tenant) (Tenant) (Atikameksheng Anishnawbek)



**Atikameksheng Anishnawbek - Band Rental Housing  
Maintenance and Repair Schedule – Roles and Responsibilities**

Page 6 of 7

**Section 5 - Tenant Responsibilities Seasonal Checklists**

**Fall Checklist, *continued***

- Vacuum electric baseboard heaters to remove dust, where applicable.
- Remove the grills on forced air systems and vacuum inside the ducts.
- Ensure all doors to the outside shut tightly and check other doors for ease of use.
- Ensure windows close tightly.
- Check chimneys for obstructions.
- Drain and store outdoor hoses. Close the valve to outdoor hose connection and drain the hose bib (exterior faucet) unless the house has frost proof hose bibs.
- Check fire escape routes and security around home.

**Winter Checklist**

- Every month, check that smoke detectors are functioning properly.
- Ensure air vents indoors & outside (intake, exhaust and forced air) are not blocked by snow or debris.
- Check and clean kitchen stove range hood filter.
- Check and clean or replace furnace air filters each month during heating season (September to May).
- Vacuum bathroom fan grille, radiator grilles on back of refrigerator empty and clean any drip trays.
- Monitor the home for excessive moisture levels-(i.e. condensation on windows) notify housing dept.
- Check all faucets for signs of dripping and change washers as needed.
- If you have a plumbing fixture that you do not use frequently, such as a laundry tub or spare bathroom sink, run some water briefly to keep water in the trap.
- Clean drains in sinks, bathtubs and shower stalls.
- Check electrical cords, plugs and outlets for all indoor and outdoor seasonal lights to ensure fire safety; if worn replace immediately.

**Spring Checklist**

- Every month, check that smoke detectors are functioning properly.
- Check and clean range hood filters.
- Check and clean or replace furnace air filters each month during the heating season.
- Clean windows, screens and hardware.
- Open valve to outside hose connection after all danger of frost has passed.
- Clear all drainage ditches and culverts of debris.

Page 6 of 7 initialed by:

\_\_\_\_ (Tenant)      \_\_\_\_ (Tenant)  
\_\_\_\_ (Atikameksheng Anishnawbek)



**Atikameksheng Anishnawbek - Band Rental Housing  
Maintenance and Repair Schedule – Roles and Responsibilities**

**Section 5 - Tenant Responsibilities Seasonal Checklists**

**Summer Checklist**

- Every month, check that smoke detectors are functioning properly.
- Check and clean range hood filters.
- Check the basement floor drain to ensure trap contains water. Refill with water if necessary.
- If you have a plumbing fixture that you do not use frequently, such as a laundry tub or spare bathroom sink, run some water briefly to keep water in the trap.
- Vacuum bathroom fan grill.
- Vacuum lint from clothes dryer duct, areas surrounding clothes dryer and dryer’s vent hood outside.
- Remove plants that contact the foundation, or roots that penetrate the siding.

I/we acknowledge and confirm that my/our responsibilities as noted within this document have been explained to me/us and I/we agree to my/our responsibilities as noted within this document:

\_\_\_\_\_  
Primary Tenant Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secondary Tenant Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Atikameksheng Anishnawbek

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**APPENDIX H – 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:

Approval Initials:



**APPENDIX I – UNIT CONDITION REPORT**

Page 1 of 3

This form is to be completed by a representative of the Landlord (RRCS) and the tenant(s). Provide comments and initial on pages 1 & 2 and sign on page 3. Original to Atikameksheng Anishnawbek, copy to the Tenant(s).

Tenant Name(s)			
Address & Apt Number	City	Postal Code	
Move-in Date:	Inspection Date	Time	By
Move-out Date:	Inspection Date	Time	By
Annual Inspection	Inspection Date	Time	By

<b>KEY CODES:</b>	NC-needs cleaning, NP-needs painting, RP-replace, NR-needs repair, NS-needs spot cleaning, NSP – needs spot painting, SC-scratched, OK-indicates items is clean/in good working order/undamaged								
	<b>Move In</b>	<b>Move Out</b>	<b>Other</b>	<b>Est. Cost</b>		<b>Move In</b>	<b>Move Out</b>	<b>Other</b>	<b>Est. Cost</b>
<b>LIVING ROOM</b>					<b>KITCHEN</b>				
Floor					Floors				
Walls					Walls				
Ceiling					Ceiling				
Doors					Doors				
Windows					Windows				
Screens					Screens				
Closet					Cabinets				
Elec Fixtures					Drawers				
Light Bulbs					Sink/faucet				
Other					Sink area				
<b>FRIDGE</b>					Counters				
Inside/Parts					Fan/light				
Outside					Elec fixtures				
Light					Light bulbs				
<b>STOVE/OVEN</b>					Other				
Stove outside					<b>DINING ROOM</b>				
Burners					Windows				
Vent					Screens				
Controls					Elec Fixtures				
Oven surfaces					Walls				
Light					Floors				
Oven racks					Other				
Other									

Date Approved:

Page 67 of 73

Approval Initials:



Unit Condition Report

KEY CODES: NC-needs cleaning, NP-needs painting, RP-replace, NR-needs repair, NS-needs spot cleaning, NSP-needs spot painting, SC-scratched, OK-indicates items is clean/in good working order/undamaged									
	Move In	Move Out	Other	Est. Cost		Move In	Move Out	Other	Est. Cost
<b>BATHROOM</b>					<b>BEDROOM #1</b>				
Floors					Floor				
Walls					Walls				
Ceiling					Ceiling				
Doors					Doors				
Cabinets					Windows				
Drawers					Screens				
Sink/faucet					Closet				
Shelves					Elec fixtures				
Mirror					Light bulbs				
Tub/shower					Other				
Caulking					<b>BEDROOM #2</b>				
Counter top					Floor				
Fan					Walls				
Bowl/seat					Ceiling				
Towel racks					Doors				
Window					Windows				
Elec fixtures					Screens				
Light bulbs					Closet				
Other					Elec fixtures				
<b>HALLWAY</b>					Light bulbs				
Walls					Other				
Ceiling					<b>BEDROOM #3</b>				
Closet					Floor				
Doors					Walls				
Floor					Ceiling				
Elec fixtures					Doors				
Light bulbs					Windows				
Other					Screens				
<b>FRONT STEP</b>					Closet				
Elec Fixture					Elec fixtures				
Light bulbs					Light bulbs				
Steps					Other				
Other									

Date Approved:

Approval Initials:





Unit Condition Report

KEY CODES: NC-needs cleaning, NP-needs painting, RP-replace, NR-needs repair, NS-needs spot cleaning, NSP-needs spot painting, SC-scratched, OK-indicates items is clean/in good working order/undamaged									
	Move In	Move Out	Other	Est. Cost		Move In	Move Out	Other	Est. Cost
<b>ENTRY/STAIR</b>					<b>BACK STEP</b>				
Walls					Elec fixtures				
Ceiling					Light bulbs				
Floor					Steps				
Doors					Other				
Elec Fixtures					<b>MECHANICAL</b>				
Light bulbs					Hot water heater				
Hand rails					Smoke detector				
Steps					Thermostat				
Other					Furnace				
Other					Fire extinguisher				
<b>BASEMENT</b>					Other				
Windows					<b>ENTRY WAYS, OTHER ROOMS</b>				
Screens					Front Door				
Elec fixtures					Back Door				
Light bulbs					Laundry Room				
Laundry tubs					Entryway				
Taps					Other				
<b>EXTERIOR</b>					Other				
Yard/Fencing					<b>NUMBER OF KEYS</b>				
Storage area									
Other									

Comments (please date):

\_\_\_\_\_

\_\_\_\_\_

I/we (the tenant(s)) understand that unless otherwise noted, all discrepancies are the tenant's responsibility and costs will be deducted from the security deposit at the time of move-out.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Forwarding Address:

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Atikameksheng Anishnawbek Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Approved:

\_\_\_\_\_  
Approval Initials:



**APPENDIX J – NOTICE TO ACCESS THE PREMISES**

To: \_\_\_\_\_  
Primary Tenant Secondary Tenant

Date:

Housing Unit Identification:

**Notice to access the premises**

Atikameksheng Anishnawbek hereby gives notice of the intent to access the premises to carry out:

- Repairs or maintenance work
- An inspection of repairs/renovation work
- An annual inspection/unit condition review
- A move-in inspection/unit condition review
- A move-out inspection/unit condition review
- Other \_\_\_\_\_

The authorized representative of Atikameksheng Anishnawbek intends to access the property between 8:00 a.m. and 8:00 p.m. on \_\_\_\_\_.

Please contact the housing coordinator at 705-692-3651 if this time is not appropriate and to schedule another date/time to access the unit within the next two week period. Failure to do so shall require the housing coordinator to provide 24-hour notice to access the unit without consent and they shall do so accompanied by a witness to the inspection.

Please note that the Atikameksheng Anishnawbek representative is required to provide proper identification before entering the unit. If you have any questions or concerns, please contact the housing coordinator at 705-692-3651 ext 212.

Housing Coordinator  
Atikameksheng Anishnawbek



**APPENDIX K – NOTICE OF TENANT DAMAGE**

**Notice of Tenant Damage**

Date:

To: \_\_\_\_\_  
Primary Tenant Secondary Tenant

Address of the unit:

Notice delivered:  By registered mail  Posted on front door of the unit (date: \_\_\_\_\_)

**Notice of Tenant Damage**

As confirmed by the inspection dated \_\_\_\_\_ of the above noted unit for which you are the primary and/or secondary tenant, you, your guest(s) or other occupant(s) of the unit or your pet(s) has willfully or negligently caused damage to the unit and/or property. The inspection report confirms the following damage to the unit/property and the estimated repair cost for each item:

Repair item	Estimated repair cost

Under the terms of the rental agreement, and as a condition of your continued occupancy of the unit, you are obligated to repay the cost of the tenant damage. Repair costs can be paid in full (cash, money order, certified cheque, or Interac debit) and must be paid within 30 days of the date of this notice or, a repayment agreement can be entered into with Atikameksheng Anishnawbek to repay the costs over an agreed upon amount of time.

Please contact the housing coordinator by phone at 705-692-3651 ext 212 or in person no later than \_\_\_\_\_ to confirm how you shall repay the cost of the tenant damage. Failure to do so shall result in legal action being taken to enforce the terms of the rental agreement.

Housing Coordinator  
Atikameksheng Anishnawbek  
Phone: 705-692-3651 ext 212

Date Approved:

Approval Initials:



**APPENDIX L – NOTICE OF A PLANNED ABSENCE BY THE TENANT**

To: Housing Coordinator, Atikameksheng Anishnawbek

From: \_\_\_\_\_  
Primary Tenant Secondary Tenant

Address of unit: \_\_\_\_\_

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

I/we the undersigned hereby confirm that:

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

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

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

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

*Note: Tenant should keep a copy of this notice.*