

Atikameksheng Anishnawbek

HOUSING POLICY



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Housing Committee
Portfolio Councillor Vance Nootchtai
Flamand Management Services
Housing Manager
Tenant Relations Officer

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

1 Background and Purpose of the Policy

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

Atikameksheng Anishnawbek administers additional band owned rental housing units through the Independent Living Centre Housing Program and the Rent-to-Own Housing Program.

rental units are made available to members through a Rental Agreement. All rental housing units are owned by Atikameksheng Anishnawbek, but some of them may be subsidized, including through CMHC’s on-reserve non-profit housing program. These “Section 95” or “subsidized” houses are subject to a mortgage from a lending institution and a contribution agreement between CMHC and Atikameksheng Anishnawbek.

Rent-to-Own Homes are only made available to members through a Rent-to-Own Agreement. Some of these Rent-to-Own Houses may be subsidized or Section 95 houses managed under a contribution agreement with CMHC and a lending institution. In all cases, Atikameksheng Anishnawbek retains ownership of all Rent-to-Own Houses and the lands on which they are located. If the tenant exercises the option to purchase set out in the Rent-to-Own Agreement, the ownership of the house may be transferred to the tenant in accordance with the terms of the Rent-to-Own Agreement and this Policy. For greater clarity, a tenant will not be eligible to exercise the option to purchase their Rent-to-Own House if there is any outstanding Loan, Arrears, or other debt owing to Atikameksheng Anishnawbek attached to the Rent-to-Own House.

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

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



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

3.2 Priorities within these housing goals are established by Council.

3.3 This Policy is made under the authority of Gimaa & Council.

4 Definitions and Interpretation

4.1 In this Policy,

- **“appeal”** means an option for applicants or tenants who wish to appeal any decision made under this Policy. The appeal process provides for a review of information and verification that decisions made were in compliance with this Policy and community housing goals and priorities.
- **“Appeals and Redress Committee”** means the committee that hears appeals of a housing program decision raised by an applicant/tenant according to the terms and conditions of this Policy.
- **“applicant”** means the person(s) applying for assistance through this program.
- **“arrears”** means Rent or other payments owed to Atikameksheng Anishnawbek that are late or overdue.



- **“Atikameksheng Anishnawbek”** or **“Atikameksheng Anishnawbek”** means Atikameksheng Anishnawbek or Whitefish Lake First Nation.
- **“Atikameksheng Anishnawbek Reserve”** means the Atikameksheng Anishnawbek reserve lands.
- **“Authorized occupant”** means a person who is permitted to reside in a rental unit or rent-to-own unit under the terms of Rental Agreement or Rent-to-Own Agreement, but who is not a tenant.
- **“Band”** means Atikameksheng Anishnawbek.
- **“Band-administered home”** means a house or other residential property owned and administered by the Housing Department and includes:
 - (a) rental units, and
 - (b) rent-to-own units.
- **“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.
- **“Certificate of Home Ownership”** means a written instrument evidencing the right of ownership of a residential unit but that does not evidence the right of possession for the land.
- **“Certificate of Possession”** means a certificate of possession or location ticket issued to a member in accordance with the requirements of the Indian Act, R.S.C. 1985, c. I-5, as amended or granted to a member under the Land Code or an applicable law.
- **“CMHC”** means Canada Mortgage & Housing Corporation.
- **CMHC mortgage insurance** is a mortgage loan insurance premium calculated as a percentage of the mortgage loan amount.
- **“community”** means Atikameksheng Anishnawbek.
- **“co-tenant”** means either of two members who have entered into a Tenancy Agreement together for the same unit and who are jointly responsible for all the obligations of the tenant under that Tenancy Agreement; only the member spouse of a tenant may be added as a co-tenant.
- **“Council”** means the Atikameksheng Anishnawbek Gimaa & 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 Band-administered home for failure to honour the conditions of their Tenancy Agreement.
- **“general contractor”** means a qualified project manager who is responsible for all the aspects of a home building/renovation project including, but not limited to, preparation of the building site, hiring subcontractors, providing temporary utilities on site, disposing or recycling of construction waste, monitoring schedules and cash flows, maintaining accurate financial records and scheduling trades and material deliveries.
- **“foreclosure”** means the legal process taken by the band to terminate the homeowner’s right to own and occupy the housing unit, usually due to default.
- **“Health and safety standards”** mean 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.
- **“homeowner”** means a member to whom a legal right of ownership of a privately-owned home has been granted by Council, including a home that is subject to a loan or mortgage.
- **“Housing Committee”** means an ad hoc committee set up by Council to provide advice on specific Atikameksheng Anishnawbek housing delivery and administration activities.
- **“Housing Department”** means the Atikameksheng Anishnawbek administrative body/unit responsible for delivery and administration of Atikameksheng Anishnawbek housing programs and services as outlined within this Policy.
- **“Housing Manager”** means the Atikameksheng Anishnawbek staff position responsible for delivery and administration of Atikameksheng Anishnawbek housing programs and services as outlined within this Policy.
- **“Land Code”** means the Atikameksheng Anishnawbek Land Code dated September 2008.
- **“Loan payment” or “mortgage loan payment”** means the amount paid or required to be paid by a homeowner to the bank to repay the bank mortgage loan.



- **“Mental disability”** means having any mental or psychological disorder or condition, emotional or mental illness, as diagnosed by a certified medical practitioner, which limits facets of daily living and/or requires special services.
 - **“National Occupancy Standards”** (NOS) means the number of bedrooms a household requires based on the household size and composition. Enough bedrooms based on NOS requirements means one bedroom for each cohabiting adult couple, each non-cohabiting household member 18 years of age and over, same-sex pair of children under age 18, and additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom.
 - **“Physical disability”** means having any physiological disease or impairment or anatomical loss which limits the physical function of limbs or fine/gross motor ability, as diagnosed by a certified medical practitioner, which limits facets of daily living and/or requires special services.
 - **“Policy”** means this Policy.
 - **“privately-owned home”** means a home that is owned by a member; Atikameksheng Anishnawbek holds no responsibility to privately-owned home; these include homes transferred to a tenant at the end of a Rent-to-Own Agreement.
 - **“rent”** means an amount of money paid, or required to be paid, by a tenant to Atikameksheng Anishnawbek as described in the Rental Agreement or Rent-to-Own Agreement in return for the right to occupy a Band-administered home, but does not include a security deposit, Arrears, or other debts owed by the tenant to Atikameksheng Anishnawbek in connection with the tenancy.
- “Rental Agreement”** means a written agreement between Atikameksheng Anishnawbek and a tenant made in the form set out in Appendix “C” that confers on the tenant a right to occupy a rental unit in exchange for the payment of Rent and includes any renewal of a Rental Agreement.
- **“Rent-to-Own Agreement”** means a written agreement between Atikameksheng Anishnawbek and a tenant made in the form set out in Appendix “D” that confers on the tenant a right to occupy a rent-to-own unit and the option to purchase the unit upon discharge of the mortgage in exchange for the payment of Rent, which is used to pay down the mortgage.
 - **“Rental unit”** means a Band-administered home that is occupied, or that is available to be occupied, by a tenant under the terms of a Rental Agreement.
 - **“Rent-to-own unit”** means a Band-administered home that is financed through the CMHC Section 95 Program and occupied, or is available to be occupied, by a



tenant in accordance with a Rent-to-Own Agreement.

- **“Security & Indemnity Agreement”** means the agreement in the form provided at Appendix “S” to this 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 a unit).
- **“senior”** means a registered member of Atikameksheng Anishnawbek who is 50 years of age or older.
- **“Site plan”** means a written plan of the proposed construction project including property lines, distance from the proposed structure to the property line (setbacks), slopes, total footage of the unit, floor area, easements, grading, roads and driveways, topographic features such as streams, trees, etc.
- **“spouse”** means a person who is married to another person, including through an Aboriginal customary marriage or is living with another person in a marriage-like relationship for three years and for certainty, includes a person of the same gender.
- **“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.
- **“Total debt service” ratio** means a percentage of the applicant’s gross annual income (before taxes and deductions) required to cover the monthly bank mortgage loan payment and other debts, such as car payments.
- **“Tenancy Agreement”** means either a Rental Agreement or a Rent-to-Own Agreement, or another form of tenancy agreement approved by Council.
- **“tenant”** tenant means a person who enters into a Rental Agreement or Rent-to-Own Agreement and pays Rent or who is required to pay Rent to Atikameksheng Anishnawbek in return for the right to occupy a rental unit or rent-to-own unit.
- **“unit”** means a rental unit or rent-to-own unit. tenant
- **“Working days”** means business days between and including Monday to Friday, excluding public holidays and weekend (i.e. Monday to Thursday is four working days); any other reference to “days” means calendar days.

4.2 A reference in this Policy to a section is a reference to a section of this Policy.



- 4.3 A reference in this Policy to a subsection or paragraph is a reference to a subsection or paragraph of the section or subsection in which the reference occurs.
- 4.4 A word in the singular form may be read in the plural form if the context allows it and a word in the plural form may be read in the singular form if the context allows it.

5 Policy Administration

- 5.1 This Policy applies to:
 - a) all existing and future Band-Administered Housing.
 - b) all individuals who have made or will make an application for Band-Administered Housing.
 - c) all individuals currently occupying Band-Administered Housing; and
 - d) homeowners who transfer their Certificate of Possession to Council in exchange for Council's loan guarantee.
- 5.2 The Housing Department is responsible for the day-to-day administration and enforcement of all housing programs and services.

6 Amendments to this Policy

- 6.1 If amendments to this Policy are required, the Housing Department shall present proposed amendments to this Policy to the 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 community input.
- 6.3 The council may consult with the Housing Department and/or members to discuss the nature of any proposed amendments.
- 6.4 If 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 the Council shall be final.
- 6.5 If the policy amendment is approved the Housing Department shall note the amendment on a policy amendment list in the format noted below; the policy amendment list shall precede the table of contents. Amendments are numbered consecutively by date of approval by Council until such a time that a new issue of the policy is released which contains all of the amendments listed. The reissued policy shall be identified by date and each reissue cancels and replaces all previous issues.
- 6.6 Policy Amendment List



Amendment Number	Approval Date	Description

6.7 If the policy amendment relates to a rent increase, the Housing Department 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 Delegation

7.1.1 Through this Policy, Council delegates the referenced responsibilities over housing to the Housing Manager (who supervises and may delegate certain tasks to their staff in the Housing Department), the Atikameksheng Anishnawbek Director of Lands and Housing, the Housing Committee, and the Appeals and Redress Committee, including for certainty and without limiting the interpretation of their respective roles and responsibilities identified below, approving tenants for rental housing, approving remedial actions such as evictions and deciding appeals brought under this Housing Policy.

7.2 Members

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

7.1.3 members are encouraged to support implementation and enforcement of this Policy approved by Council.

7.2 Council

7.2.1 As elected officials, Council has the ultimate responsibility 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, 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 is established, and its members have been appointed. The Housing Committee conducts itself in accordance with its Terms of Reference.
- 7.3.2 Atikameksheng Anishnawbek plans to eventually transition the Housing Committee to a Housing Authority.
- 7.3.3 The Housing Committee shall approve applications for Band-administered homes.
- 7.3.4 The Housing Committee shall not be involved in the day-to-day delivery or administration of housing programs and services.

7.4 Housing Department

The key responsibilities of the Housing Department 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) Score all applications in accordance with this Policy; and
- d) Recommend and administer tenant evictions approved by the Atikameksheng Anishnawbek Director of Lands & Housing and the Housing Manager and
- e) Carry out or oversee repairs and maintenance in a cost-effective manner and in accordance with the Maintenance and Repair Schedule (refer to Appendix I); and
- f) Monitor the effectiveness of housing policies and programs; and
- g) Recommend changes in policy as needed and review housing goals and priorities annually; and
- h) Prepare annual and other reports as required to Council on the activities of the Housing Department; and
- i) Prepare annual budget requests for the approval of Council; and
- j) Plan and carry out community meetings on housing programs or services; and



- k) Provide information and counselling for tenants who require assistance in understanding and assuming their housing responsibilities.

7.5 Appeals and Redress Committee

7.5.1 The Appeals and Redress Committee is established upon Council’s approval of this Policy and the Committee’s terms of reference.

Role

7.5.2

The Appeals and Redress Committee is an independent body comprised of members that hear tenant/applicant appeals of decisions made under this Policy. The Committee operates at arm’s length from the Council and the Housing Department and in accordance with the Committee’s terms of reference.

Standard of Conduct

7.5.3 In addition to complying with the Committee terms of reference, a member of the Appeals and Redress Committee member must:

- a) understand and agree to be in support of the enforcement of this Policy; and
- b) act in compliance with this Housing Policy in respect of their own housing, if applicable.

7.6 Tenant

7.6.1 All individuals who live in Band-administered housing have certain responsibilities which must be adhered to in order for them to continue occupying the home and property. In general, all individuals must comply with Atikameksheng Anishnawbek laws, bylaws and policies, including the terms of this Policy. In addition, all individuals who have signed a rental agreement or rent-to-own agreement must comply with the terms of that agreement.

7.6.2 It is the responsibility of all members living in a rental unit or rent-to-own home to be familiar with and uphold all of their responsibilities and obligations.

7.6.3 The key responsibilities of the tenant are to (this is a non-exhaustive list):

- a) Sign a Tenancy Agreement at the beginning of any new tenancy and before moving into a Unit; 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 Tenancy



Agreement and the Maintenance and Repair Schedule (schedule to the Tenancy Agreement) or notify the Housing Department of any required maintenance or repairs that are the responsibility of the band; and

- c) immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any major component that requires repair (i.e. contact within 24 hours); and
- d) pay for the cost of repairing any damage to the unit or property that is caused by the deliberate or negligent acts or omissions of the tenant, authorized occupants and visitors; the tenant may repair such damage themselves only with the written permission of the Housing Department; and
- e) obtain permission from the Housing Department, or in accordance with any other Atikameksheng Anishnawbek policies or laws, before commencing any major repairs, renovations or improvements to the unit or property; and
- f) Participate in unit condition inspections/assessments as described in this Policy; and
- g) Provide the Housing Department with confirmation of family composition/authorized occupants (persons occupying the unit) at least annually or immediately upon a change of authorized occupants, in a format as required by the Housing Department and as detailed within the occupancy requirements section of this Policy; and
- h) Inform the Housing Department of all planned absences from the unit; and
- i) For eligible units, provide verification of household income annually or within 30 days of a change, in a format as required by the Housing Department and as detailed within this Policy; and
- j) notify the Housing Department prior to building a fence or digging in a yard to ensure that underground utility lines are not disturbed; and
- k) indemnify and save harmless Atikameksheng Anishnawbek from all liabilities, fines, suits and claims of any kind for which the Housing Department or Atikameksheng Anishnawbek may be liable or suffer by reason of the tenant's and any other occupant's occupancy of the unit or property, including for certainty a visitor to the unit or rent-to-own unit; and
- l) 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.

7.6.4 Tenants must not:

- a) assign or sublet a unit; and



- b) make any improvements or alterations to a rental unit or rent-to-own unit, which may render void or voidable any policy of insurance held by Atikameksheng Anishnawbek generally and/or the Housing Department specifically; and
- c) smoke tobacco or, subject to section 20.3.5, smoke cannabis in a rental unit or rent-to-own unit; and
- d) cultivate cannabis in a rental unit or rent-to-own unit (despite any authorization in a law enacted by Atikameksheng Anishnawbek or in any other applicable law) as this activity introduces health and safety risks from mold and other related issues; and
- e) sell, transfer or otherwise dispose of any appliances owned by Atikameksheng Anishnawbek.
- f) use the rental unit or rent-to-own unit, or allow it to be used, for any purpose other than a residential dwelling for the authorized Tenant(s), authorized occupants and/or guests, unless other arrangements have been made with the Housing Department and confirmed in writing.

8 Appeals

8.1 Grounds for an Appeal

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

- a) This 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 shall first meet with the Housing Department within five (5) working days of the decision at issue to try to resolve the issue.
- 8.2.2 Should the applicant/tenant not be satisfied they can submit a formal appeal.
- 8.2.3 An applicant/tenant who wishes to appeal a decision made under this Policy shall submit their appeal in writing (the notice of appeal – see Appendix A for a copy of the notice which is available from the Housing Department) to the Housing Department within five (5)



- working days of the first meeting.
- 8.2.4 The Housing Department 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 five days. (5) working days of receipt of the appeal.
- 8.3.2 The Housing Department shall present the appeal documentation to the Committee and shall confirm the applicable housing policies and the processes that were followed regarding the decision that is being appealed. The document shall point out specific sections within this Policy that were violated and the action taken by the Housing Department to remedy the situation.
- 8.3.3 During the Committee meeting and were asked to do so, a verbal presentation may be made by the Housing Department 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 identifies an eligible ground in accordance with section 8.1, was made according to this Policy, was made without bias or favoritism and without error in interpretation of this 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 tenant/applicant within two (2) working days to confirm either:
- a) The decision being appealed has been revised in favour of the applicant/tenant; or
 - b) There are no reasonable grounds for an appeal.
- 8.4.2 The Appeals and Redress Committee 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 Department 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 this Policy is unreasonable, the committee shall request that Council make an amendment to this Policy in the



- matter of the decision being appealed.
- 8.4.5 The decision of the committee shall be final and no other appeal in the matter decided by the Appeals and Redress Committee shall be heard.

8.5 Time Limits

- 8.5.1 Time is considered critical to the fair disposition of inquiries or appeals.
- 8.5.2 An appellant must seek remedies as promptly as possible and within the deadlines outlined in these policies.
- 8.5.3 Each inquiry, response, or other remedial step must be taken by the appellant and by the responsible authority or committee within the period specified. If the responsible authority or committee is unable to provide a response within the specified period, the appellant must be informed of that fact and of when the response will be provided.

9 Eligibility Criteria Rental & Rent to Own Housing

- 9.1 To be eligible for this program, an applicant shall have submitted a letter of interest to the Housing Department (refer to the section on the application process within this Policy).
- 9.2 In order to be eligible for a rental unit or a rent-to-own unit when it becomes available, an applicant shall meet the following criteria:

Membership

- 9.2.1 be a registered member of Atikameksheng Anishnawbek.

Age Requirement

- 9.2.2 be at least eighteen (18) years of age, with the exception of a sixteen (16) or seventeen (17) year old band members who can demonstrate that he or she has withdrawn from parental control.

Income Requirement

- 9.2.3 provide evidence of sufficient income to support payment of rent (pay stubs, training allowance, or letter from social services). Applicants who are in arrears with Atikameksheng Anishnawbek will not be considered for housing until the arrears are paid in full.
- 9.2.4 for rental units, Social Assistance applicants must demonstrate their shelter allowance will cover the monthly rent and utilities. Social Assistance recipients are not eligible to qualify for a rent-to-own unit.

Family Composition

- 9.2.5 existing tenant(s) may become eligible to apply for a new allocation on the basis of overcrowding. Overcrowding refers to a situation



where children are living in circumstances that no longer meet the Canadian National Occupancy Standards. In these instances, applications must indicate family composition by providing a list of family members.

- 9.2.6 meet the family size required for the available unit. It is not permitted to create an overcrowding situation as defined National Occupancy Standards and not create an over-housing situation (more bedrooms than people).

Rental History

- 9.2.7 If a tenant was evicted from a unit in the community, he or she will not be eligible to apply for another unit until at least twelve (12) months from the date of the eviction has passed and any outstanding rent arrears are paid in full.
- 9.2.8 An applicant with rental arrears and/or outstanding accounts (money owing) to the band is not eligible to apply for a unit until either:
 - a) The rental arrears/outstanding accounts have been paid in full; or
 - b) If the outstanding account relates to tenant damage to a unit, this outstanding account must be paid in full in order to be eligible.
- 9.2.9 Reason for the previous arrears will be considered on a case-by-case basis.

10 Eligibility Criteria for Independent Living Centre

- 10.1 The Independent Living Centre was designed as a senior's residence only and is not intended to house families.
- 10.2 In order to be eligible for a unit in the Centre when it becomes available, an applicant shall meet the following criteria:
 - 10.2.1 be a registered member of Atikameksheng Anishnawbek.
 - 10.2.2 be either:
 - a) 50 years of age and older; or
 - b) 18 years of age and older with a permanent physical disability or mental disability. Where a person with a physical disability or mental disability is under the care of a caregiver, the Housing Department may allow the caregiver to apply to that person on their behalf.
 - 10.2.3 complete an application for Independent Living Centre housing (refer to Appendix B).
 - 10.2.4 meet the family size required for the available unit.



- 10.3 An applicant with rental arrears and/or outstanding accounts (money owing) to the band is not eligible to apply for Independent Living Centre housing until either:
 - 10.3.1 the rental arrears/outstanding accounts have been paid in full; or
 - 10.3.2 with the exception of an outstanding account related to tenant damage, the applicant has entered into an arrear's recovery agreement with the Housing Department and has paid the agreed upon monthly instalments on the due date of the instalments for a minimum of six consecutive months; or
 - 10.3.3 If the outstanding account relates to tenant damage to a band Independent Living Centre or other Band-administered housing, this outstanding account must be paid in full in order to be eligible.
- 10.4 Unit Size (Number of Bedrooms)
 - 10.4.1 The following eligibility criteria for unit size shall apply:
 - a) A single tenant with a physical disability or mental disability that requires storage for medical equipment shall be eligible for a 2-bedroom unit; and
 - b) A single tenant with a physical disability or mental disability who requires a full-time live-in caregiver, or an overnight attendant shall be eligible for a 2-bedroom unit; and
 - c) An applicant with a spouse/partner may be eligible for a 2-bedroom unit.

11 Selection Criteria – Priority for Rental & Rent to Own Housing

- 11.1 Applications that meet the eligibility requirements outlined at sections 9 and 10 are assigned a score according to a selection criteria point-rating guide. The purpose of the selection criteria is to select applicants on the basis of relative merit and in accordance with the community housing goals and this Policy. A completed Housing Application must include sufficient information to ensure that the Housing Department can apply the point-rating guide and assign an application a score. The point-rating guide assesses household size, present living conditions, references and financial circumstances.
- 11.2 In order to avoid any conflicts of interest and to keep the selection process fair, an anonymous scoring process will be used whereby the Housing Department will score the applicants and assign a random number to identify the name of the applicant. Only the scores and random identification number will be forwarded to the Housing Committee for review. The names of the applicants will not be revealed until applicants are selected.
- 11.3 Since the Housing Department is unlikely to receive sufficient funding in any one



year to provide housing to all applicants, the point-rating system will be used to assess who will be prioritized for housing in any particular budget year. If two or more applications receive the same score through the application of the point-rating system, the Housing Committee will select the applicant that was received by the Housing Department first.

12 Selection Criteria – Independent Living Centre

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

- a) Experiencing health problems directly related to their current place of residence as confirmed by a certified medical practitioner; and/or
- b) Living in an over-crowded situation according to the National Occupancy Guidelines as defined in this Policy; and/or
- c) Over-housed in other Band-administered housing (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).

12.2 If two or more applications receive the same score through the application of the point-rating system, the Housing Committee will select the applicant that was received by the Housing Department first.

13 Application Process

13.1 Housing Application

13.1.1 A member who is interested in applying to occupy a rental unit or rent-to-own unit shall submit a complete Housing Application, which shall be renewed every year on the date of their application.

13.2 Completing an application

As part of completing the application, an applicant (these rules apply for each individual who wishes to be named as a tenant on the Tenancy Agreement, i.e. member spouses may be named as co-tenants on a Tenancy Agreement):

13.2.1 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.
- 13.2.2 Shall provide at least two written references from a past or present landlord, an employer or an individual who can provide a character reference. If the applicant has or is living in rental housing or is employed, they may only provide one character reference; the second reference must be from a past or present landlord or an employer.
- 13.2.3 Will be required to complete an affordability analysis with the Housing Department in order to confirm their ability to manage the monthly rental payments and other associated housing costs or charges.
- 13.3 Receipt and Review of an Application
- 13.3.1 An application shall be received at the Housing Department.
- 13.3.2 The Housing Department will review the application to confirm if the applicant is eligible for a unit and is entitled to reject any applications that do not comply with this Housing Policy. The Housing Department shall keep a written record of its application review and the reasons for acceptance or rejection based on eligibility and completeness of the application.
- 13.3.3 The Housing Department shall submit the scored applications to the Housing Committee for approval.
- 13.3.4 The Housing Department shall maintain the applicant file in a secure location with access only by authorized representatives of the band.
- 13.4 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 Department may contact the applicant to confirm the information required to complete the application. The Housing Department shall confirm the deadline for the applicant to provide the missing information. Any incomplete applications held by the Housing Department shall be considered inactive until such time as the applicant provides the missing information.
- 13.5 Offering of a rental / unit or rent-to-own unit.
- 13.5.1 If the Housing Committee has approved an application, the Housing Department 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.
- 13.5.2 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 Department 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.

- 13.5.3 An approved applicant shall provide payment of the first month's rent plus the security deposit at the time the Tenancy Agreement is signed.

14 Security Deposit

- 14.1 The Housing Department shall hold as security against possible debt or damage that may be caused during the tenancy.
- 14.2 The security deposit is to be paid by the tenant to the Housing Department prior to taking occupancy of the unit. Recipients of social assistance are not required to pay a security deposit.
- 14.3 On termination of the Tenancy Agreement, the balance of the security deposit less any costs incurred by the Housing Department related to tenant damage shall be reimbursed to the tenant by cheque within 30 days of termination of the Tenancy Agreement.

15 Tenancy Agreement

- 15.1 Tenancy Agreement (Rental Agreement or Rent-to-Own Agreement)
- 15.1.1 The Tenancy Agreement is administered in accordance with its terms, this Policy and the applicable band laws and regulations. The Tenancy Agreement establishes the terms and conditions of the tenancy and this Policy, band laws and regulations form part of the Tenancy Agreement. A copy of the Rental Agreement is included at Appendix C and a copy of the Rent-to-Own Agreement is included at Appendix D.
- 15.1.2 A Rental Agreement has a one-year term. If the tenant is in compliance with the Tenancy Agreement, they are entitled to renew for a subsequent one-year term. If the tenant is in compliance with their Tenancy Agreement but they fail to renew the agreement and they have not provided valid notice that they wish to terminate the agreement, the tenancy will continue from month-to-month until the agreement is terminated.
- 15.1.3 A Rent-to-Own Agreement has a one-year term. If the tenant is in compliance with the terms of the Rent-to-Own Agreement, the agreement will automatically be renewed each year unless terminated in accordance with the agreement.



15.1.4 It is Atikameksheng Anishnawbek’s policy that a tenant is not entitled to renew their Rental Agreement, or their Rent-to-Own Agreement will not be renewed if they are in arrears except if the tenant has entered into and is in compliance with an arrears recovery agreement.

15.2 Signing the Tenancy Agreement

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

15.2.2 The Tenancy Agreement shall be signed and each page initialed by both the Housing Department and the tenant prior to the tenant taking occupancy of the unit.

15.2.3 As a condition of signing the Tenancy Agreement, the applicant shall provide the finance department with payment of the first month’s rent and payment of a security deposit equal to one month’s rent (with the exception of recipients of social assistance).

15.2.4 On execution of the Tenancy Agreement and prior to occupancy, the Housing Department shall provide to the tenant:

- a) A copy of the Tenancy Agreement; and
- b) A copy of this Policy; and
- c) A copy of any laws, regulations, by-laws and band rules that relate to the unit.

15.2.5 The Housing Department shall notify the Atikameksheng Anishnawbek finance department of all new rental accounts.

15.3 Adding a co-tenant

15.3.1 At the tenant’s request, the Housing Department may add the member spouse of the tenant as a co-tenant to the Tenancy Agreement if the member spouse otherwise qualifies as a tenant under this Housing Policy.

15.3.2 Other than a member spouse of a tenant, no other individual is entitled to be added to a Tenancy Agreement as a co-tenant.



16 Occupancy Requirements

16.1 Occupancy Guidelines

Based on the information provided in the rental housing application and confirmed by the Housing Department, 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 reside with the tenant 50% of the time or more.

16.2 Authorized Occupants

16.2.1 Only occupants listed in the Tenancy Agreement signed by the tenant and the Housing Department are authorized to occupy the unit, the land upon which the unit is located or any amenities provided with the unit (e.g. assigned off-street parking).

16.2.2 The tenant shall provide verification of household composition (number of persons occupying the unit) annually, or as requested, to the Housing Department.

16.2.3 If the tenant wishes to have an additional occupant who is not listed in the Tenancy agreement live permanently in the unit (more than 30 days in one calendar year, whether consecutive or not), they shall make a written request to the Housing Department. The request shall provide detail on the additional person including age and gender. Submission of such a request does not guarantee approval.

16.2.4 The Housing Department reserves the right to refuse the request for an additional occupant. Where the Housing Department 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 Department is not responsible for resolving issues of this nature.

16.2.5 If the tenant fails to request approval from the Housing Department to allow an additional occupant, or, if the Housing Department 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 Department reserves the right to terminate the agreement and have the tenant and all occupants vacate the premises.

16.3 Additional Dependents

- 16.3.1 A tenant may submit a letter of interest to be considered for a larger 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.
- 16.3.2 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 unit shall be considered equally with all other applications and only where the tenant is not in any breach of their Tenancy Agreement or this Policy. All rental program eligibility criteria noted within this Policy shall apply.

16.4 Guests

- 16.4.1 A tenant is permitted to allow a guest (a person who is not listed in the Tenancy Agreement) to occupy the unit on a temporary basis of a period not to exceed 30 days in a calendar year, whether consecutive days or not.
- 16.4.2 For certainty, a guest is not entitled to use or park, store or occupy temporary or permanent dwellings, including mobile dwellings (e.g. tents, trailers, recreational vehicles), sheds or storage units on the land upon which the unit is located or on other amenities provided with the unit (e.g. associated off-street parking) for more than 30 days, whether consecutive or not, in any 12-month period.
- 16.4.3 If the tenant wishes for the guest to remain longer than the 30 permitted days, the tenant must submit a written request (in the form of a letter, not an email) to the Housing Department requesting approval to do so. The following shall apply:
 - a) Where the Housing Department determines that continued occupancy by the guest creates an overcrowded situation, the request shall be denied; and/or
 - b) The Housing Department may only approve one extension of 21 days for the guest; any additional extension requests for the guest will be denied.
 - c) Where the Housing Department approves the request, the additional period of temporary occupancy by the guest shall be confirmed in writing by the Housing Department and this period shall not be extended. Like with all guests, 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 Policy; and/or



- d) Where the Housing Department denies the request, they shall notify the tenant in writing and the guest must vacate the unit.

17 Rent Payments and Other Housing Charges

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

17.1 Rent Levels – Rental Units & Rent to Own Units

A tenant occupying a unit must pay monthly rent as provided at Appendix R.

17.2 Rent Payments

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

17.2.2 The Housing Department must give the tenant written notice of rent payment increases at least ninety (90) days prior to the effective date of the rental increase.

17.2.3 The Housing Department shall, on an annual basis, provide the tenant with a written statement of account confirming payments received and/or payable for the previous calendar year.

17.3 Methods of Rent Payment

17.3.1 Cash/Money Order/Certified Cheque/Interac Debit

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

17.3.2 Pre-Authorized Debit

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

17.3.3 Social Assistance Recipients / Ontario Disability Support Program (ODSP)

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

17.4 Other Housing Charges

With the exception of tenants living at the Independent Living Centre, 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 Tenancy Agreement.

18 Rent Collection

18.1 Collection Process

- 18.1.1 The rent is due on the 1st day of the month. The following procedures apply immediately after one rent payment has been missed.
- 18.1.2 First notice (Appendix Q) will be sent to the tenant(s) seven (7) days after rent is due (confirm with finance). The tenant must immediately pay the rental arrears in full or if agreed by the Housing Department, an arrears recovery agreement will be created and entered into.
- 18.1.3 If after the 20 days of the rent due date, no payment has been received, a second written notice (Appendix Q) will be delivered along with a scheduled time for a meeting between the tenant and the Housing Department to discuss the situation and to make arrangements for the repayment of the rental arrears by entering into an arrears recovery agreement.
- 18.1.4 If after 30 days from the due date, no payment has been made, a written Final Notice (Appendix Q) will be delivered to the tenant advising the tenant(s) that they have 10 working days to make full payment of the arrears plus the current month's rent. Both the tenant(s) and the Housing Department must agree to all repayment terms in an arrears recovery agreement which will include the amount of each repayment instalment and the date the payment is due.
- 18.1.5 As a last resort, if at the end of the 10-day period, the tenant(s) has not made a payment or the tenant has failed to enter into and/or comply with the terms of an arrears recovery agreement, an eviction notice shall be delivered to the tenant and the tenant will have 10 days to vacate the unit.

18.2 Arrears Recovery/Repayment Agreement

- 18.2.1 The Housing Department 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 G). The arrears recovery agreement must include the amount of each payment installment and the date the payment is due. At the time the agreement is entered into, the tenant must pay a minimum of 15% of the account arrears by cash, money order, certified cheque or Interac debit.
- 18.2.2 The arrears recovery agreement must include the amount of each payment installment and the date the payment is due.
- 18.2.3 The agreement must be signed by the tenant, the Housing Department and the Director of Operations and shall be witnessed by a Housing



Department staff member. The tenant shall be provided with one copy of the signed agreement and a second copy shall be kept in the tenant’s file.

18.2.4 Breaching an arrears recovery agreement is grounds for immediate eviction.

18.3 Persistently Late Payments

18.3.1 If a tenant is persistently late (as determined under section 18.3.2) with/fails to make their rental payment as agreed within a 12-month period, this is a violation of the terms of their rental agreement and this Policy and may result in eviction.

18.3.2 After the fourth instance where a tenant is late and/or has failed to make their rental payment as agreed, the Housing Department shall schedule a meeting with the tenant to review the consequences of failing to honour their payment responsibilities.

18.3.3 The Housing Department 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 Department proceeding with termination of tenancy (eviction). Upon being issued a Notice of Termination (Appendix “J”), the tenant must vacate their unit within 10 days of being issued the Notice.

19 Termination of the Tenancy Agreement by the Tenant

19.1 The tenant may terminate their Tenancy Agreement by giving thirty (30) days written notice to the Housing Department. The notice (refer to Appendix H) must confirm: the address of the unit, the date that the tenant shall vacate the unit, the tenant’s agreement to continue to pay in full all rent and other housing charges as required under the terms of the Tenancy Agreement until the end of the calendar month that the notice is provided, and shall be signed by the tenant(s) and dated.

19.2 The tenant must deliver the notice by hand or by registered mail to the Housing Department, which must be mailed at least five days before the 30-day notice period.

20 Termination of the Tenancy by the Band - Eviction

See section 18.1.5 for the procedure to terminate a tenancy for non-payment of rent/arrears.

A tenant may face eviction for breaching a term of this Policy or a term of a Tenancy Agreement. For certainty, a Tenant will be held responsible for the actions of any authorized occupants and guests.

20.1 “Severe Breach”



- 20.1.1 A tenant may be evicted immediately (with 48-hours' notice) and without an opportunity to correct the breach for the following reasons:
- a) The Housing Department determines that the tenant made false declarations on his or her housing application and was allocated a unit as a result of the false declarations.
 - b) a person occupies a unit, or the land upon which the unit is located, or any amenities provided with the unit (e.g. assigned off-street parking), without the Housing Department's permission in the form of a valid and subsisting Tenancy Agreement.
 - c) without limiting paragraph d), the tenant is convicted of trafficking narcotics.
 - d) the Tenant produces, grows or consumes, or permits others to produce, grow or consume, drugs, with the exception of cannabis (cultivating cannabis in the Rental Unit is a breach of this Rental Agreement that is addressed at section 24a.i.14b)a.iii), of this Agreement);
 - e) the tenant, an authorized occupant and/or guest has caused willful and/or extraordinary damage to a unit and/or Atikameksheng Anishnawbek's property within a unit (over \$3,000).
 - f) The tenant fails to comply with a payment arrangement with the Housing Department regarding major repairs that are required due to damage caused or permitted to occur by the willful or negligent conduct of the tenant, authorized occupant or a guest.
 - g) the tenant ceases to be an Atikameksheng Anishnawbek member.
 - h) the tenant has abandoned a unit; or
 - i) the tenant, authorized occupant, or guest tampers with or removes smoke or carbon monoxide detectors or alarms, fire extinguishers or sprinkler systems.

20.2 Repeatedly causing a nuisance or public disturbance

- 20.2.1 It is a breach of this Policy and a Tenancy Agreement to disturb the peace or quiet use and enjoyment of other tenants or homeowners, including excessive noise between 11:00 p.m. and 7:00 a.m.; for this breach, tenants must receive two notices of breach before being subject to an eviction/notice of termination of tenancy. Tenants return to a good standing on this ground if they do not receive additional notices of breach for this conduct for at least one (1) year.
- 20.2.2 Complaints regarding a tenant for conduct described in the previous section must be provided in writing and submitted to the Housing Department. Complaints will only be discussed with the complainant and the tenant who is the subject of the complaint. The identity of the complainant will be kept confidential.



- 20.2.3 If, in the opinion of the Housing Department, a tenant is causing, or allowing others to cause, a nuisance or an on-going disturbance, the following steps will be taken:
 - a) first Notice of Breach – Disturbance of the Peace (Appendix I-3) issued.
 - b) second Notice of Breach – Disturbance of the Peace (Appendix I-3) issued.

- 20.2.4 If the conduct at issue continues after the relevant time period set out in the second Notice of Breach, the Housing Department may evict the Tenant (issue a Notice of Termination – Appendix “J”), which will require the tenant to vacate their unit within 10 days of being issued the Notice of Termination.

20.3 Other Breaches

- 20.3.1 In situations involving breaches that are not classified as a “severe breach” that are discussed at section 20.1.1, or when a Tenant causes a nuisance or disturbance explained at section 20.2, a tenant will receive a Notice of Breach (Appendix “I-1”) and be provided a deadline to correct the breach in consultation with the Housing Department. The applicable deadline to correct the breach will be determined by the Housing Department based on the nature of the breach and the risks to health and safety.
- 20.3.2 The Housing Department will make efforts to assist the tenant in resolving the breach, which may include giving the tenant the opportunity to attend a meeting to discuss remedies and/or, if appropriate, giving the tenant the opportunity to attend counseling to reinforce the consequences of failure to resolve the breach.
- 20.3.3 If the tenant does not comply, the Housing Department will issue a second Notice of Breach (Appendix “I-1”). The second notice will confirm that if the breach is not resolved to the satisfaction of the Housing Department within the deadline provided in the notice, the 10-day notice to terminate tenancy/eviction will be issued.
- 20.3.4 The following is conduct for which the Housing Department may issue a Notice of Breach for a breach:
 - a) a tenant has smoked a tobacco cigarette or, subject to section 20.3.5, smoked cannabis in the unit.
 - b) despite any authorization in a law enacted by Atikameksheng Anishnawbek or in any other applicable law, a tenant has cultivated cannabis in the unit (the moisture and odour associated with growing cannabis indoors is a risk to the units and a risk to avoiding nuisance experienced by a neighbour).



- c) a tenant has, through willful damage (under \$3,000 worth of damage) or neglect, caused damage to the unit or property and either:
 - i) has not done the required repairs to the property after receiving the required notification from the Housing Department; or
 - ii) has not paid the Housing Department for repairs carried out by the Housing Department as a result of willful damage or neglect by the tenant or their guest(s).
- d) The tenant has assigned, leased or sublet the unit.
- e) the tenant fails to maintain or repair the unit as required.
- f) the tenant, an authorized occupant or guest has interfered with the Housing Department's efforts to perform its maintenance/repair responsibilities in respect of the unit.
- g) The tenant has permitted unsanitary conditions at or around the unit.
- h) the tenant leaves garbage, junk cars and scrap material at or around the unit.
- i) The tenant refuses to participate in a validly scheduled inspection.
- j) the tenant fails to comply with applicable Atikameksheng Anishnawbek laws, bylaws or policies.
- k) people other than the authorized occupants residing in or otherwise occupying the unit, the land upon which the unit is located, or the amenities provided with the unit (e.g. associated off-street parking) for more than 30 days in any 12-month period, whether consecutive or not, unless the Housing Department has authorized a short-term extension in writing (one extension up to 21-days);
- l) a tenant is operating a business out of unit, except in accordance with an approved request explained at section 26.1; and
- m) any other contravention of the Tenancy Agreement that is not listed under this section 20.3.

20.3.5 If a tenant who has been issued a Notice of Breach for smoking cannabis in a unit has been prescribed, or advised by a physician to use, cannabis in smoking form for medical purposes and has a disability that prevents them or makes it difficult for them to smoke outside the unit, the tenant may contact the Housing Department to request an accommodation for their disability or an exemption from the rule. Accommodations or exemptions to this rule will be addressed as follows:

- a) The tenant must contact the Housing Department before the deadline set out in the Notice of Breach.
- b) the tenant must provide an original physician's note that explains the tenant has been prescribed or advised to use cannabis to address a disability or illness, that consuming cannabis in another form (e.g. edible form) is not tolerated by the tenant or is otherwise unsuitable to address their ailment,



and that going outside to smoke cannabis poses a physical or mental challenge for the tenant.

- c) in response to a physician’s note by the deadline in the Notice of Breach,
 - the Housing Department will first try to accommodate the tenant’s disability to make it easier for them to access the outdoors to smoke cannabis,
 - if reasonable accommodations will not address the tenant’s challenges, the Housing Department may grant an exemption to the tenant and allow them to smoke cannabis in the unit. The Housing Department may require the tenant to only smoke cannabis in an oil form if it is the Housing Department’s opinion that the smell and risk of damage posed to the unit would be mitigated.

20.4 Eviction Process

The Housing Department must request sign-off on the notice to terminate tenancy/eviction by the Atikameksheng Anishnawbek Director of Lands & Housing and the Housing Manager; as part of the request, the Housing Department shall demonstrate that this Policy was applied, and due diligence was conducted. The Housing Department shall then proceed with termination of the Tenancy Agreement (eviction) and shall notify the Council in writing that this action is being taken.

- A tenant must vacate their unit in accordance with the following timelines:
 - Within 48 hours from the tenant being issued a Notice of Termination (Appendix “J”) for committing a severe breach described at section 20.1;
 - Within ten days from the tenant being issued a Notice of Termination (Appendix “J”) for
 - (i) failing to comply with the rent obligations described at section 18.1.5;
 - (ii) failing to comply with an arrear’s recovery agreement in accordance with section 18.2.4;
 - (iii) being persistently late paying rent as described at section 18.3;
 - (iv) failing to comply with a second notice of breach in relation to repeatedly causing a nuisance or disturbance explained at section 20.2.4; and
 - (v) failing to comply with a notice of breach described



at section 20.3.4.

- Eviction action shall be taken as a last resort in cases where the tenant has failed to resolve the breach of this Policy and the Tenancy Agreement; this is an effort to provide every chance for settlement as opposed to removing the tenant from the unit.
- Eviction action may be taken at any time during the year.
- Evictions may be suspended during an emergency, such as a pandemic, at the direction of Gimaa & Council.
- The written notice to terminate tenancy shall be issued by the Housing Department within the timelines noted within this Policy (however, exceeding the minimum timelines set out in this Policy does not disqualify the Housing Department from taking action to terminate a tenancy) and such notice shall be provided by either:
 - Handing the notice directly to the tenant; or
 - Securely attach 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
 - Handing the notice to an adult who lives with the tenant.
- The Housing Department is entitled to seek the assistance of a peace officer to deliver a notice of eviction if the Housing Department reasonably believes there is a safety risk posed by the tenant or the tenant's authorized occupants or a guest.
- If the tenant does not vacate the unit at the required date defined in the termination of tenancy notice, the Housing Department may arrange for the locks to be changed and the tenant's possessions to be removed from the premises. The Housing Department will take all necessary steps to protect its staff and to ensure supervision/witnessing of this undertaking which may include seeking support from the Police, other peace officers or a bailiff pursuant to a court order.
- Within 24 hours of the tenant vacating the unit, the Housing Department shall arrange for a move-out inspection (refer to the section on move-out inspections within this Policy) to evaluate the condition of the unit.
- Upon termination of the Tenancy Agreement, the tenant shall be held responsible for rental arrears and any other expenses that the Housing Department has incurred as a result of terminating the agreement.
- If the reason for termination of the Tenancy 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 Department or any agent assigned by the Housing Department to



carry out the eviction, will be declined (because acceptance of payment of rent for arrears may have the effect of cancelling the eviction action and reinstating the Tenancy Agreement).

- Any personal possessions left by the vacating tenant in the unit shall be stored by the Housing Department for 5 days. The Housing Department 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 5-day period. Possessions unclaimed by the tenant shall be disposed of as the Housing Department determines. Any cost related to storage and/or disposal shall be a debt owed by the former tenant to Atikameksheng Anishnawbek.

21 Insurance

- 21.1 The band, through the Housing Department, shall provide building insurance against damage to the unit structure by fire and other perils and shall provide general third-party liability insurance. The band shall not provide contents/tenants insurance and is not responsible for any loss or damage to a tenant's personal contents for any reason. A tenant is strongly encouraged to obtain contents/tenants insurance.
- 21.2 The tenant is responsible to obtain and pay the cost of insurance to cover contents/personal belongings.
- 21.3 Neither the band nor the Housing Department is responsible for the contents/ personal belongings of the tenant.

22 Maintenance and Repairs

22.1 Tenant Responsibilities

- 22.1.1 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 I) which shall be signed by the tenant and the Housing Department 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 routine maintenance, repairs and day-to-day upkeep as included in the schedule.
- 22.1.2 With the exception of the Independent Living Centre, 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- the exception is residents of Independent Living.
- 22.1.3 With the exception of the Independent Living Centre, the tenant is responsible for snow removal from walkways and driveways.



- 22.1.4 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).
 - 22.1.5 The tenant is responsible to immediately report to the Housing Department any accident, break or defect in interior plumbing, heating or electrical systems, or in any part of the home and its' equipment in general (i.e. report within 24 hours).
 - 22.1.6 Where a tenant is requesting maintenance or repairs, the tenant shall complete a Request for Repairs form (refer to Appendix J) and shall submit the form to the Housing Department.
 - 22.1.7 The tenant is not permitted to alter or cause to be altered the locking system on any unit entry door.
 - 22.1.8 The tenant may not remove from the unit any fixtures, sinks, bathtubs, or appliances.
 - 22.1.9 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 Department to do so.
 - 22.1.10 Any alterations, additions or improvements made by the tenant without prior approval from the Housing Department 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 Department is not responsible for repairs related to any such alterations, additions or improvements.
 - 22.1.11 The Band will not hire or engage the services of the tenant to perform any alterations, renovations, or additions to the unit occupied by the tenant.
- 22.2 Band Responsibilities
- The Housing Department shall review with the tenant the roles and responsibilities for maintenance and repairs as outlined in the rental agreement.
 - The Housing Department is responsible to carry out maintenance and repairs to components of the unit including building structure and systems including heating, electrical and interior plumbing if 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.
 - All maintenance and repair work overseen or carried out by the Housing Department shall meet or exceed the requirements of the Ontario Building Code, band by-laws and laws specifying building or other standards, and any other by laws, codes and regulation



- applicable to the project.
- All repair work shall be inspected by the Housing Department or by the agency having jurisdiction.
- The Housing Department 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.
- The Housing Department 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 Department has agreed to carry out repairs as part of an agreement with the tenant to resolve tenant damage as described within this Policy.

22.3 Emergency Repairs

- A repair request is considered an emergency when:
 - a) The Health and Safety of occupants is threatened.
 - b) The structural integrity of the unit is threatened; and
 - c) Ignoring could result in expensive collateral damage.
- The Housing Department shall provide the tenant with a 24-hour emergency contact number to report emergency repairs.
- The tenant is responsible to immediately report to the Housing Department any emergency repairs (within 24 hours).
- The Housing Department shall make every reasonable effort to respond to eligible emergency repairs within 24 hours of receiving notification from the tenant.
- The Housing Department shall arrange for an inspection to confirm the eligibility and nature of the emergency repair and arrange for the work to be completed.
- The Housing Department 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.
- 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 Department shall complete the repairs and shall demand payment of the repair costs from the tenant. The Housing Department may file a report of damage to the local police department.



References to “tenants” in this section 23 means a tenant of a unit in the Independent Living Centre.

23.1 Safety Features

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

23.2 Common Room

- A common room is available for use by the tenants. A tenant must obtain prior approval from the band administration office to use the common room.
- A tenant or a tenant’s guest must conduct themselves in a responsible manner with regard to the right to peaceful enjoyment of other tenants in the building. Any complaint related to noise or unlawful/illegal activity in the common room will result in the tenant and other persons in the common room being required to immediately vacate the common room. In all cases, the common room must be vacated by 11:00 p.m.
- A tenant is responsible for removing debris/garbage and generally clean the common room within 12 hours of having vacated same.
- A tenant is responsible for any damage to the common room during their use (refer to the section on tenant damage contained within this Policy).

23.3 Laundry Room

- Laundry facilities (washer and dryer) are provided for the use of tenants only.
- Laundry facilities are available from 7:00 a.m. to 11:00 p.m.

23.4 Wagon

- A wagon (i.e. for use to carry groceries/supplies from the front entrance to the tenant unit) is provided for the use of tenants only.
- A wagon is located in the common room and tenants must return the wagon to the common room after use.

23.5 Garbage

- A garbage room is located at the northeast end of the building.
- A tenant must place all garbage in the containers provided by the Band in the garbage room.

23.6 Parking

- A tenant will have one parking spot with one receptacle outlet for their use and the



tenant may only park in their assigned space.

- A tenant must not keep or store any vehicle on the property unless the vehicle has valid automobile insurance that provides at least the minimum applicable coverage and registration papers.
- A tenant must not use the parking area or any part of the property to repair vehicles.

23.7 Restricted Areas

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

24 Inspections

24.1 Unit Condition Report

All unit condition reports must 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) The signature of the inspector and the tenant where applicable.

24.2 Annual Unit Condition Assessment

- An occupied unit will be assessed once a year; the unit will be assessed to record the condition of the unit both internally and externally. The unit condition assessment will be used to determine the need for any repairs, as well as to determine any misuse or negligence on the part of the tenant.
- The Housing Department will 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 Department will phone the tenant to remind them of the planned visit. If the tenant misses two consecutive scheduled visits, the Housing Department representative shall enter the unit with or without the tenant on the third attempt.
- The Housing Department will complete a unit condition report that confirms the condition of the unit and property including any tenant damage. The Housing Department must provide the report to the tenant and request that the tenant review and sign the report. A copy of the unit condition report must be placed in the tenant's file (refer to Appendix M).

24.3 Move-In Inspection

- The purpose of the move-in inspection is:
 - 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
- For the Housing Department to review operational aspects of the unit (e.g. heating system) with the tenant; and
- For the tenant to obtain clarification on any questions regarding occupancy of the unit.
- It is mandatory for the tenant to attend the inspection with the Housing Department. The keys for the unit will not be given to the tenant until the inspection is completed.

24.4 New pet

24.4.1 If the Housing Department authorizes a tenant to keep a pet in their unit pursuant to a signed pet policy addendum and the tenant has paid the pet damage deposit, the Housing Department will complete a condition inspection of the unit before the pet is permitted in the unit.

24.5 Move-Out Inspection

24.5.1 Subject to section 24.5.4, if the tenant vacates the unit, a move-out inspection must be completed by the Housing Department and tenant on the day the tenant vacates the unit or on another mutually agreed day.

24.5.2 The purpose of the inspection is to evaluate the condition of the unit and to determine any of the following:

- Any repairs required to return the unit to a rentable condition; and
- 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.

24.5.3 The Housing Department will offer the tenant two opportunities for the inspection and will remind the tenant of the need to be present during the inspection to ensure they are able to represent their interest in case of a dispute over alleged willful damage or neglect of the unit. The tenant will 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.

24.5.4 Every effort shall be made to accommodate the tenant's preferred inspection date however the Housing Department may complete the inspection and sign the unit condition report without the tenant if the Housing Department has provided notice as required and the tenant does not participate on either occasion, or the tenant has abandoned the unit.

24.5.5 The Housing Department must complete a unit condition report (refer to Appendix M). The Housing Department must provide the report to the tenant and request that the tenant review and sign the report; a copy of the report must be placed in the tenant's file. If the tenant does not participate in the inspection, the report must be signed jointly by two Housing Department staff members. If



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 Department will:

- forward written confirmation to the former tenant, if a forwarding address has been provided/is known, and demand repayment 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.

24.5.6 If 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 will not qualify for Atikameksheng Anishnawbek housing programs until such costs have been repaid in full.

24.6 Vacant Unit Inspection

- The Housing Department will inspect any unit determined to have been left vacant by the tenant and at any time deemed necessary during the vacancy.
- An inspection shall be completed, and a written unit condition report must be prepared. A copy of the report must be placed in the tenant's file (refer to Appendix M). If 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 Department will:
 - forward written confirmation to the former tenant, if a forwarding address has been provided/is known, and demand repayment 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 damage to the local police department.
- If 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 will not qualify for Atikameksheng Anishnawbek housing programs until such costs have been repaid in full.
- If the unit is determined to have been abandoned, the policy regarding abandoned units contained within this Policy applies.

24.7 Access to the unit

24.7.1 The Tenancy Agreement authorizes a Band representative to enter the unit in accordance with this section 24.7.

24.7.2 The Housing Department must not enter a unit unless:



- 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 N); or
- d) The Housing Department has given written notice of entry for a reasonable purpose not less than 24 hours before the time of entry; or
- e) The Housing Department has reasonable grounds to believe that a tenant has abandoned the unit in accordance with this Policy; or
- f) The Housing Department has reasonable grounds to believe that illegal activity is occurring/has occurred.

24.7.3 Except in cases of emergency, the Housing Department may only enter the unit between the hours of 8:00 a.m. and 8:00 p.m.

24.7.4 In cases of emergency, the Housing Department representative entering the unit must be accompanied wherever possible by a witness (i.e. member of the band administration, emergency responder). The tenant must be advised in writing of such an emergency entry and the reason(s) for such entry.

25 Tenant Damage

25.1 A tenant must notify the Housing Department within 24 hours of the occurrence of damage to their unit.

25.2 The Housing Department may enter the unit to examine its condition in accordance with section 24.7.

25.3 The tenant is responsible to pay repair costs (labour and materials) for damage to the unit that results from willful damage or neglect by the tenant, authorized occupants, their guests, and for damage caused by their pet(s).

25.4 If repairs are required to the unit as a result of willful damage or neglect, the following procedures will be applied:

25.4.1 An inspection must be completed, and a written unit condition report will be prepared confirming the repairs required as a result of willful damage or neglect by the tenant. The report will include an estimate of costs (labour and material) for the repairs.

25.4.2 Within five (5) working days of completing the unit condition report, the Housing Department must issue a written notice of tenant damage (refer to Appendix O) to the tenant to confirm the required repairs and offer options to repay the cost of repairs. The options must include repayment in full of the repair costs within 30 days of the date of the



- notice or entering into a repayment agreement with the Housing Department.
- 25.4.3 If a repayment agreement is entered into, the tenant must 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.
- 25.4.4 After the repair costs are paid in full or a repayment agreement is in place, the Housing Department will arrange for the repairs to be completed. The Housing Department may arrange access to the unit for repairs in accordance with section 24.7; the tenant must not interfere with the repairs.
- 25.5 It is a breach of this Policy and the Tenancy Agreement if a tenant does not pay for the repairs within the date specified or, enters and does not honour a repayment agreement for the repairs.
- 25.6 All instances of tenant damage must be recorded in the tenant's file and remain on file indefinitely.
- 25.7 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, will be deducted from the tenant's security deposit. If repair costs exceed the security deposit the Housing Department will:
- a) Forward written confirmation to the former tenant if a forwarding address has been provided/is known, and demand repayment of the balance of the repair costs; and/or
 - b) Note the value of the repair costs as an account owing against the former tenant; and/or
 - c) File a report of damages to the local police department.
- 25.8 If 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 will not qualify for Atikameksheng Anishnawbek housing programs until such costs have been repaid in full.

26 Use of the unit and Property

- 26.1 The unit and property are intended to be used only for the purpose of a family residential dwelling by the tenant and authorized occupants, unless prior written approval has been received from the Housing Department. If a tenant submits a request to operate a home-based business, the Housing Department will confirm that the request meets the zoning requirements as set out within



the Atikameksheng Anishnawbek Land Use Plan.

27 Pet Policy

27.1 A tenant is only permitted to have a pet in their unit if.

- a) the Housing Department provides its prior written approval in the form of a pet policy addendum that must also be signed by the tenant (see Schedule “B” to the Tenancy Agreements).
- b) the tenant provides a pet damage deposit that is equal to half of one month’s rent; and
- c) The tenant complies with the terms of the pet policy addendum.

27.2 The Housing Department will also complete a condition inspection before the pet is permitted in the unit.

28 Subletting

28.1 A tenant is not entitled to authorize another individual to move into the unit and is not entitled to lease or sublet the unit.

28.2 It is a breach of this Housing Policy and the Tenancy Agreement if a tenant leases or sublets the unit. If a tenant has leased or sublet their unit the Housing Department will initiate the process to terminate the Tenancy Agreement and the tenant, and all occupants will be evicted from the unit.

29 Transfer/Relocation of tenant(s)

29.1 Over-Housed Household

29.1.1 If the number of permanent occupants in the unit household equals fewer persons than the number of bedrooms required according to the National Occupancy Standards, the unit will be considered over-housed.

29.1.2 If the household is over-housed and the Housing Department confirms that a replacement unit is available for occupancy and that unit meets the needs of the household size based on the National Occupancy Standards, the Housing Department shall transfer the tenant to that replacement unit.

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

29.1.4 The Housing Department must complete a home visit with the tenant(s) to confirm the details and timing of the transfer/relocation which details will include:

- if the transfer/relocation is at the request of the Housing Department, the



- Housing Department will pay the relocation costs of the
 - contents of the home (excluding any equipment, recreational vehicles etc.) to a maximum amount of \$5,000.00; and
 - the tenant(s) must sign a new Tenancy Agreement for the replacement unit.

29.2 Transfer at the Request of the tenant(s)

- 29.2.1 An existing tenant who occupies a rental unit and wishes to transfer to an alternate rental unit shall submit a letter of interest to the Housing Department as outlined in this 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 this Policy.
- 29.2.2 Where an application for an alternate 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.
- 29.2.3 For certainty, a tenant of a rent-to-own unit is not entitled to request a transfer to another rent-to-own unit.

30 Vacated unit

30.1 Vacating the unit on a Permanent Basis

If a tenant intends to permanently vacate their unit, the tenant must provide written notice to the Housing Department at least thirty (30) days before they intend to vacate the unit (refer to Appendix H). The Housing Department will terminate the Tenancy Agreement effective the date the tenant vacates the unit.

30.2 Vacating the unit on a Temporary Basis

- 30.2.1 If a tenant will be away temporarily from the unit (refer to definition of “temporary” below), the tenant is responsible to pay all housing costs including rent, utilities, and other service charges and arrange for an on-site visit at least once per week and regular care of the unit by a family member or friend 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:
 - November 1 to March 31 – an absence greater than 10 consecutive days and less than 30 consecutive days; and
 - April 1 to October 31 – an absence of fewer than 30 consecutive days.
- 30.2.2 The tenant is responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence.



- 30.3 Vacating the unit for a period of greater than 30 days and less than two years
- 30.3.1 A tenant who will be absent from their unit for more than 30 days and less than two years for the purpose of employment, education (including attending a cultural camp) or a medical treatment, may be permitted to do so if they have lived in the same unit for a least one year and are in good financial standing with the Band.
- 30.3.2 An eligible tenant must submit notice to the Housing Department of their planned absence in the form provided at Appendix P.
- 30.3.3 A tenant is not entitled to retain their unit if:
- a) They will be away for a period of time that is longer than 30 days but less than two years.
 - if they have not lived in their unit for more than one year,
 - if they are not in good financial standing with the Band,
 - if they have failed to provide notice to the Housing Department of their absence (Appendix P),
 - for reasons not relating to employment, education (including attending a cultural camp) or medical treatment; or
 - b) they will be away from the unit for more than two years.
- 30.3.4 During their authorized absence, the tenant:
- remains responsible to pay all housing costs including rent, utilities, other housing services and, for repairs and maintenance; and
 - must arrange for a weekly on-site visit and regular care of the unit by a family member or friend to ensure the unit remains protected against the elements and the unit and property are maintained in good order. If the tenant does not arrange for proper care and the Housing Department is required to carry out monitoring inspections and/or unit or property care and maintenance, the tenant will be charged for the cost of the Housing Department carrying out these services; and
 - is responsible for the cost to repair damage (labour and material) to the unit that occurs during their absence.
- 30.3.5 The Housing Department will arrange for an inspection to confirm the condition of the unit before the tenant vacates the unit; the inspection will be completed according to the move-out inspection requirements of



this Policy. When the tenant returns to the unit, the Housing Department will arrange an inspection to confirm the condition of the unit at the time the tenant returns; the inspection will be completed according to the move-in inspection requirements of this Policy.

30.3.6 If 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 Housing Department will initiate the steps to terminate the tenancy in accordance with this Policy.

30.3.7 If the tenant fails to notify the Housing Department of their absence, they are in breach of the Tenancy Agreement and this Policy, and the Housing Department will take action to protect the unit and property and is entitled to terminate the Tenancy Agreement in accordance with this Policy.

30.4 Securing the Vacant unit

If a unit is vacated for more than 30 consecutive days and the tenant has failed to provide the Housing Department with notice of the absence and received the Housing Department's written acknowledgment of the notice, the Housing Department 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 Department shall invoice the tenant for the cost of the repairs (labour and materials).

Failure by a tenant to inform the Housing Department 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 damage that occurs during their absence. The Housing Department shall invoice the tenant for the cost of the repairs (labour and materials).

31 Abandoned unit.

31.1 A unit is deemed to be abandoned if:

- the tenant has been absent from the unit for 30 or more consecutive days without the Housing Department acknowledging in writing their confirmation of the tenant's notice of such an absence prior written consent; and
- the Rent or utility payments are unpaid for 30 days or more and the tenant has not made arrangements with the Housing Department regarding these arrears in accordance with this Policy.

31.2 If a unit is considered abandoned under this section 31, the Housing Department will provide the tenant with a written notice asking them to confirm their residency, and the tenant will have 15 days to respond to the notice. In such cases where no response has been received, the Tenancy Agreement will be terminated, and the unit will be re-



allocated by the Housing Committee based on the selection criteria and housing waiting list. The original tenant remains responsible for any arrears and damages.

- 31.3 If a tenant moves out of a unit without informing the Housing Department, the unit will be deemed abandoned and re-allocated by the Housing Committee.
- 31.4 If the tenant leaves any personal property at or in the abandoned unit, the tenant will have five days from the date the unit is deemed abandoned to obtain permission from the Housing Department to claim their belongings in the unit, after which, the Housing Department may dispose of the personal property at its sole discretion.
- 31.5 If the unit is abandoned, the tenant shall be liable to Atikameksheng Anishnawbek for:
 - 31.5.1 any costs the Housing Department incurs to store and dispose of any of the tenant's personal property remaining at or in the unit and to repair, clean or otherwise bring the unit into re-rentable condition; and
 - 31.5.2 Rent for the month following the date the unit is deemed abandoned and any outstanding rental arrears.
- 31.6 The Housing Department may apply any proceeds of disposition of the tenant's personal property to the costs and debts set out in section 31.5 and may claim for any deficiency outstanding, and recovery of these amounts shall constitute damages recoverable by the Atikameksheng Anishnawbek as a consequence of the breach of this Housing Policy and the Tenancy Agreement by the tenant.

32 Repossession of unit

- 32.1 In the event of default on a Tenancy Agreement, the band will repossess the unit. The eligibility criteria, application process, Tenancy Agreement requirements and this Policy will apply.

33 Re-allocation of Rent-To-Own Units

- 33.1 Atikameksheng Anishnawbek retains the ownership of all rent-to-own units until the mortgage for the unit is discharged in accordance with the terms of the Rent-to-Own Agreement and all payments obligations in the Rent-to-Own Agreement are met.
- 33.2 If a rent-to-own unit is returned (including if the tenant no longer wishes to exercise the option to purchase), abandoned or repossessed by the Band during the term of the tenancy and before the option to purchase has been exercised, the Housing Department will resume possession of the rent-to-own unit. The Band may decide to rent the returned, abandoned or repossessed rent-to-own unit as a rental unit without offering an option to purchase. Atikameksheng Anishnawbek may also decide to re-allocate the rent-to-own unit to the next qualified applicant on the Waiting List in accordance with this Policy and may offer the new tenant the option to purchase the Rent-to-Own Home



through a new Rent-to-Own Agreement.

33.3 To be eligible to be assigned a rent-to-own unit, an individual must:

- (a) meet all the eligibility criteria for a Rent-to-Own Agreement as set out in section 9, agree to pay rent without assistance from Atikameksheng Anishnawbek (i.e. financial assistance or assistance in the form of maintenance services for tasks/items that are the tenant’s obligation as specified in the tenant’s Rent-to-Own Agreement) or any social assistance program, for the minimum range of years stipulated in the table below, depending on the age of the rent-to-own unit at the time of re-allocation:

Age of Home when tenant began Occupation of the unit (based on anniversary date of the mortgage)	Years of Payment Required
0 – 15 Years	Until the end of the mortgage
+15 Years	10 Years

34 Exercising the Option to Purchase – Rent-to-Own Agreement

34.1 Conditions for Exercising the Option to Purchase

The Band will grant the tenant an option to purchase the rent-to-own unit under the following conditions:

- The tenant is a member; and
- The tenant has met all of the terms and conditions of the Rent-to-Own Agreement; and
- The tenant has no arrears on other accounts with the Band.
- The tenant has paid in full all rent and other housing charges owing on the rental account without any assistance (i.e. financial assistance or assistance in the form of maintenance services for tasks/items that are the tenant’s obligation as specified in the tenant’s Rent-to-Own Agreement) from Atikameksheng Anishnawbek for the minimum range of years stipulated in the table below, depending on the age of the Rent-to-Own Home at the time the tenant takes possession of the unit:

Age of Home when tenant began Occupation of the unit (based on anniversary date of the mortgage)	Years of Payment Required
0 – 15 Years	Until the end of the mortgage
+15 Years	10 Years

34.2 Early buy out.

Despite the table at section 34.1, if permitted by the lender, the tenant will be offered an option to buy the



rent-to-own unit at the five-year renewal date of the mortgage. The purchase price of the unit will include all fees, interest and penalties associated with an early buy-out of the mortgage.

34.3 Band Responsibilities

- Subject to all the terms and conditions of the Rent-to-Own Agreement having been met, the Housing Department will provide a written notice to the tenant of the option to purchase the unit:
 - six months before the five-year renewal date, and,
 - If the tenant does not exercise the option to purchase at the five-year renewal date, six months before the date the mortgage loan balance will be paid in full.
- The notice will include a request for the tenant to meet with the Housing Department to review the terms and conditions that must be met in order to exercise the option to purchase and to discuss the financial and physical responsibilities of the tenant once the option is exercised (i.e. insurance, maintenance and repairs).
- The Housing Department will confirm the cost to the tenant of exercising the option to purchase, which will include all fees and penalties, and interest associated with paying out the mortgage early, if applicable.
- The band will release the security deposit to the tenant less any costs incurred by the Band related to repairs or tenant damage within 30 days of termination of the rent-to-own agreement.

34.4 Tenant Responsibilities

The tenant may exercise the option to purchase by delivering to the Housing Department a written notice of intent to exercise the option to purchase in a form acceptable to the Housing Department which must include the following:

- a) A statement which confirms the tenant's intent to exercise the option to purchase; and
- b) Clear identification of the rent-to-own unit; and
- c) A request for the band to issue a Certificate of Possession for the land associated with the rent-to-own unit; and
- d) the tenant's signature and date the request was signed; and
- e) If the option is being exercised when the mortgage loan balance has been paid in full, the request must be accompanied by payment of one (1) dollar.

34.5 Sale Price Option Exercised at 5 Year Mortgage Renewal

- where allowed by the lender, if the option to purchase is exercised prior to the mortgage loan balance being paid in full (i.e. at the 5-year mortgage renewal date) the sale price will be the outstanding mortgage loan balance and any fees, interest and penalties associated with paying



the mortgage early.

- If eligible to do so, the tenant may apply for financing to purchase the unit through the Atikameksheng Anishnawbek market-based housing program. At the request of the tenant, the Housing Department will assist the tenant in completing the documentation required to obtain such financing.

34.6 Sale Price Option Exercised – Mortgage Paid in Full

If the option to purchase is exercised when the mortgage loan balance has been paid in full and the tenant has complied with the requirements in the Rent-to-Own Agreement, the sale price is one (1) dollar.

34.7 Ineligible to exercise option to purchase.

If the mortgage has been paid and the tenant is otherwise eligible to exercise the option to purchase but the tenant owes the Band arrears or other outstanding historical debt, the Tenant must continue to pay rent at the current rental rate for rental units and must otherwise continue to comply with the Rent-to-Own Agreement. The Housing Department will allocate 50% of the rent collected from the tenant to pay down the tenant’s arrears and other debt owing to the Band and the remaining portion of the rent will be allocated to maintaining the rent-to-own unit and allocated to the Housing Department’s general administration of rental housing.

The tenant is entitled to exercise the option to own the rent-to-own unit when their arrears and other debt owing to Band has been satisfied and the tenant otherwise meets all other requirements in the Rent-to-Own Agreement and this Policy, i.e. is not in breach of the Rent-to-Own Agreement or this Policy.

35 Certificate of Possession and Certificate of Home Ownership

35.1 Requesting a Certificate of Possession

As part of their request to exercise the option to purchase the rent-to-own unit, the tenant must request that a certificate of possession for the land associated with the rent-to-own unit be issued in their name. The tenant must also demonstrate that the applicable land has been surveyed by a Canada Lands Surveyor.

35.2 Issuing the Certificate of Possession and Certificate of Home Ownership

After the Housing Department receives the tenant’s written request to exercise the option to purchase, the Council will issue a Certificate of Possession to the tenant for the land associated with the rent-to-own unit and a Certificate of Home Ownership (Appendix “T”) if the tenant:

- a) Is entitled to exercise the option to purchase; and
- b) Is a member of Atikameksheng Anishnawbek and entitled to hold a Certificate



of Possession on the Atikameksheng Anishnawbek Reserve in accordance with the Land Code, applicable laws, bylaws and policies.

35.3 Band Council Resolution

- The issuance of a Certificate of Possession and Certificate of Home Ownership must be confirmed through a Band Council Resolution no later than 90 days after receipt of the request and confirmation that all conditions have been met.
- The council will issue a Certificate of Possession for the applicable land in favour of the tenant in accordance with the Land Code, applicable laws, bylaws and policies.
- Council will issue a Certificate of Home Ownership for the unit in accordance with this Policy.

35.4 Responsibilities of the Band and the Homeowner

After the Certificate of Possession for land associated with the rent-to-own unit and the Certificate of Home Ownership for the unit has been issued to the tenant/member:

- a) The Rent-to-Own Agreement will be terminated; and
- b) The Band has no further interest in the rent-to-own unit; and
- c) The Band has no further obligation to provide insurance coverage for the rent-to-unit; and
- d) The homeowner is responsible for all costs associated with the unit including but not limited to maintenance, repairs and insurance.

36 Sale of the unit by the Homeowner

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

- a) The purchaser must be a member of Atikameksheng Anishnawbek; and
- b) upon the sale of the home, the homeowner is responsible to pay all related sale and closing costs at the date of closing of the sale.

37 Marital Breakdown

If there is a marital breakdown in the context of a Tenancy Agreement, the determination of which party will retain possession of the unit will be made in accordance with this Policy, subject to an applicable order of a court having jurisdiction.

37.1 General

For the purposes of this section 37, tenants of a unit who are spouses and who are both members, are considered to be co-tenants with equal rights to use and occupy their unit. If one spouse is a non-member, only the member spouse is the tenant.



Spouses must notify Atikameksheng Anishnawbek in writing that they have formerly separated and that they no longer wish to live together.

In all cases, Atikameksheng Anishnawbek will defer to any agreement co-tenants may make as to which of them will retain possession of the unit, so long as such agreement is consistent with this Policy. The co-tenants must submit their written agreement to the Housing Committee, through the Housing Department, for review. If the agreement is consistent with this Policy, the Housing Committee will decide to which co-tenant will retain possession of the unit.

37.2 Marital Breakdown: co-tenants with no children

If co-tenants separate and are unable to agree within 30 days of the separation as to which Co-tenant will retain possession of the unit, each individual co-tenant will submit a new Housing Application (Appendix B) to the Housing Department.

The Housing Manager will review and score the applications in accordance with section 11 of this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and assign the unit to the Co-tenant with the highest score provided that Co-tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the rental obligations on his/her own.

37.3 Marital Breakdown: Co-tenants with children

If co-tenants have children, the co-tenant who has primary care of the children will retain possession of the unit.

If custody of the children is equally split between the co-tenants, each individual co-tenant will submit a new Housing Application (Appendix B) to the Housing Department. The Housing Manager will review and score the applications in accordance with this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and assign the unit to the co-tenant with the highest score provided that the co-tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the rental obligations on his/her own.

If there are children of the relationship who are members, and custody is in dispute, the Housing Department will register the unit in the names of the member children until such time as a custody agreement is made, or the dispute is formally resolved.

37.4 Marital Breakdown: non-member Spouse with children

If a tenant and his/her non-member spouse separate and there are children of the relationship, the following rules apply:

- If the tenant has primary care of the children, regardless of whether the children are



members, the tenant will retain possession of the unit.

- If the non-member spouse has primary care of the children, but the children are not members, the tenant (the member) will retain possession of the unit.
- If the non-member spouse has primary care of the children, and the children are members, the non-member spouse will retain possession of the unit on behalf of the children until they reach the age of 18, or until the non-member spouse no longer has primary care of the children on the condition that the spouse remains in compliance with the Tenancy Agreement and with this Policy. The non-member spouse will enter into a Tenancy Agreement with Atikameksheng Anishnawbek as legal guardian on behalf of the children.
- For a rent-to-own unit, the tenant or non-member spouse who retains possession of the rent-to-own unit must be able to meet the mortgage obligations on his/her own in order to be permitted to retain possession.
- If a non-member spouse retains possession of a rent-to-own unit on behalf of member children, the Rent-to-Own Agreement must stipulate that the non-member spouse is responsible to pay the mortgage on behalf of the member children, but only the member children will be eligible to exercise the option to purchase the rent-to-own unit at the end of the mortgage/Rent-to-Own Agreement, if they meet the eligibility requirements for the rent-to-own unit upon coming of age.

38 Death of a tenant

38.1 In the event that a tenant listed on the Tenancy Agreement dies during the term of the Tenancy Agreement, the agreement automatically terminates and possession of the premises, excluding personal effects of the deceased tenant and his/her immediate family and dependents, reverts to the Band within thirty (30) days from the date of the tenant's death unless:

- (a) There is a secondary or co-tenant residing on a permanent basis in the unit who signed the Tenancy Agreement at the time of the agreement's 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 Department to confirm eligibility and enter into a new Tenancy Agreement.
- (c) If there are dependent children of the deceased tenant who are members, the children's guardian may apply to the Housing Department to take over the Tenancy Agreement; or
- (d) the deceased tenant of a Rent-to-Own Unit
 - left a will bequeathing the Rent-to-Own Unit to a named beneficiary who is eligible to own the Rent-to-Own Unit in accordance with this Housing Policy (AA will attempt to



honour a Rent-to-Own tenant's wishes despite that a tenant does not have the authority to bequeath a Rent-to-Own Unit in a will), and

- maintained a life insurance policy naming AA as the beneficiary of the policy and the policy proceeds are sufficient to pay out any outstanding mortgage/Rent-to-Own Agreement amount, penalties, arrears or other debt attached to the Rent-to-Own Unit.

38.2 If section 38.1(d) applies,

- (a) AA will take whatever steps are necessary to apply the proceeds from the life insurance policy to pay out any outstanding mortgage amount, penalties, arrears and other debts attached to the Rent-to-Own Unit.
- (b) any proceeds remaining after paying the fees and obligations listed in paragraph (a) will be paid to the tenant's estate.
- (c) Upon receipt of valid direction from the tenant's estate, Council will transfer legal ownership of the Rent-to-Own Unit and grant the applicable CP to the deceased tenant's heir if the heir is eligible to be allotted the CP in accordance with the Land Code, this Housing Policy and applicable AA laws, including a law that limits the number of interests in Atikameksheng Anishnawbek Reserve that an individual may hold.

38.3 If the tenant secures life insurance in an amount sufficient to pay out any outstanding mortgage/Rent-to-Own Agreement amount, penalties, arrears or other debt attached to the Rent-to-Own Unit but the named beneficiary in the tenant's will is not eligible to own the Rent-to-Own Unit or hold a certificate of possession on Atikameksheng Anishnawbek reserve land, the tenant's estate may identify an alternative heir in accordance with the estates provisions in the *Indian Act*. Upon receipt of the estate's written direction, if permitted under the Land Code, this Housing Policy and applicable AA laws, including a law that limits the number of interests in Atikameksheng Anishnawbek Reserve that an individual may hold, Council will transfer the Rent-to-Own Home and grant the applicable CP to the eligible heir.

38.4 A tenant does not own a unit, therefore, no member of the tenant's immediate or extended family or dependents have possession rights to the home or are otherwise entitled to rent the unit except as provided at section 38.1. For certainty, rent paid in accordance with a Rent-to-Own Agreement does not constitute equity in the unit.

38.5 In the event of a tenant death, if 38.1 (a), (b), (c) or (d) do not apply, the Housing Department will provide 30 calendar days for the family to remove the belongings from the unit and the Housing Department may select a new tenant for the unit according to



this Policy.

39 External Renovation Programs

The following section details external renovation programs that are available to all types of housing on-reserve. The assistance is in the form of a forgivable loan subject to a maximum income threshold established by Canada Mortgage & Housing Corporation. Please contact the Housing Department for further details.

39.1 Residential Rehabilitation Assistance Program (RRAP)

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

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

Eligibility

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

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

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

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

Loans

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

Housing Arrangements

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



39.2 Home Adaptations for Seniors Independence (HASI)

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

- a. have difficulty with daily living activities brought on by aging.
- b. have a total household income that is at or below a specified limit; and
- c. the unit is their permanent residence.

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

- a) handrails.
- b) bathtub grab bars and seats.
- c) lever handles on doors.
- d) Please refer to HASI handbook for more detailed repairs.

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

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



40 Market Based Housing Program

Atikameksheng Anishnawbek market-based housing program has been developed in conjunction with Atikameksheng Anishnawbek’s Market Housing Fund (FNMHF) and approved lenders. The market-based housing program is designed to provide affordable mortgages for *qualified* Atikameksheng Anishnawbek members who wish to purchase, renovate, construct or refinance a home.

40.1 New Construction

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

Program Details

Maximum Loan	\$600,000
Maximum Amortization	25 years
Down payment	5% down (cash only no sweat equity)
Administration Fee	1% of Loan Value
Life Insurance	Mandatory
Fire Insurance	Mandatory
Lots	Serviced Lots only (water, hydro & gas)
Certification of Possession (CPs)	Member must hold a CP.
Security & Indemnity Agreement	Mandatory. Members must transfer CP to Council; Council will hold CP until mortgage is fully amortized and all terms of Agreement are met. In the case of default, the Security & Indemnity Agreement will enable Atikameksheng Anishnawbek to retain the CP and to take possession of the home and all improvements. Upon full repayment of the home mortgage, Atikameksheng Anishnawbek will release the member from any obligations in the Security & Indemnity Agreement and transfer the CP back to the member.
Total Debt Services Ratio	Not to exceed 40%.
Debts owed to First Nation	To be addressed if member is in arrears (all programs).
Construction method	General contractor only.
Hold back on Construction	10%
CMHC Mortgage Insurance	Mandatory

STAGE 1 – Pre-Qualification

- 1) An expression of interest is sent by the member to the Housing Department. An orientation package is sent to members detailing the eligibility requirements.
- 2) The Housing Department conducts an internal credit check to ensure there are no accounts in arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days.** If the member is in good



standing a Conditional Letter of Support will be issued to the financial institute stating that the Council is prepared to guarantee the member's mortgage provided, they meet the lending requirements.

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

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

- 4) Members are required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from the financial institution where they are financing the mortgage or from an independent broker.
- 5) If a household includes a non- member applicant whose income is being used to qualify for a loan, that non-member should seek independent legal advice regarding their rights in the event of household break-up. The non-member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.

STAGE 2 – Approval & Construction

- 1) Subject to step 2), confirmation that member holds a CP for a serviced lot.
- 2) If member is applying for a CP upon which the member will build a home,
 - a. The member must comply with Atikameksheng Anishnawbek's Land Code, laws and policies that govern Council's granting of a CP.
 - b. The Housing Department must confirm that the applicable lot is serviced and carry out a title search to ensure the lot is surveyed and registered under CSLR and unencumbered.
- 3) Applicant enters into a Security & Indemnity Agreement with Atikameksheng Anishnawbek:
 - a. The Security & Indemnity Agreement term will not be less than the amortization of the



- home loan and will identify clauses if default of home loan occurs.
- b. Applicant must sign Schedule “C” of the Agreement authorizing the transfer of the CP to Atikameksheng Anishnawbek to hold as continuing security until the loan is repaid and all other terms of the Security & Indemnity Agreement are complied with. If the member is applying for a CP at the same time as a construction loan, and Council decides to grant the CP, the Security & Indemnity Agreement should acknowledge Council’s granting of the CP to the member and the member agreeing to transfer the CP back to Council to hold as security for their loan guarantee.
- 4) The Housing Officer or other designated staff with the Housing Department will confirm with the lender that the member has met all the pre-established conditions for approval of a loan guarantee and applicant has signed a Security & Indemnity Agreement.
 - 5) Member to submit two sets of plans, one for Atikameksheng Anishnawbek and one to be forwarded to the financial institution (lender). Any modifications recommended by the technical review must be implemented.
 - a. As a minimum, engineered plans will only be accepted and must be approved by the appropriate agency (e.g. Health Canada for septic systems). In addition, a site plan must be provided.
 - b. Plans from local hardware stores may also be acceptable, provided they are engineered stamped.
 - c. Plans to be reviewed by North Shore Tribal Council Technical Services to ensure they meet, as a minimum, the National Building Code.
 - 6) For modular/trailers/prefabricated construction, units must meet the following minimum standards before guarantee is issued:
 - a. Contractor not paid until home is in place and inspected.
 - 7) Members obtain quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1.5 million, and provide proof of WSIB coverage to the Housing Department. In addition, contractors must be capable of bridge financing for the construction, because **advances prior to construction are prohibited.**
 - 8) The contractor responsible for installing services, water and septic, to the lot line and these elements must be included in the cost of construction.
 - 9) Fees for hydro and gas hook-ups are the responsibility of the member.
 - 10) Final quote along with verification of equity must be forwarded to financial institution for final approval. The final quote must be below maximum loan amount.
 - 11) Member is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. The financial institution confirms CMHC mortgage insurance is in place.
 - 12) Loan document forwarded to Council for final approval. Council issue BCR for loan guarantee.
 - 13) Credit Enhancement Certificate is issued by Atikameksheng Anishnawbek Market Housing Fund confirming its backing of the loan.



- 14) Applicant to pay 1% of loan value as administration fee payable to Atikameksheng Anishnawbek to cover cost of inspections and administration work of lands and housing. Fee cannot be rolled into mortgage.
- 15) Contractor to provide proof of construction insurance to the Housing Department and the lender (financial institution).
- 16) Copy of builder's contract and any related correspondence forwarded to Housing Department.
- 17) **Construction begins.**
- 18) North Shore Tribal Council Technical Services (NSTCTS) responsible for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation. NSTCTS's **fee to be determined at relevant time and member responsible for payment.**
- 19) Health Canada to inspect septic systems and issue certificate, copy to be provided to the Housing Department.
- 20) Equity (5%) must be drawn down first prior to the first loan advance being processed.
- 21) A holdback of 10% for 45 days will be required and enforced by the lender. The general contractor to sign Statutory Declaration stating all subs have been paid.
- 22) Proof of fire insurance provided by member to financial institution prior to move in date.



40.2 Purchase a Home

Purchase of an existing home on Atikameksheng Anishnawbek reserve either from another member or from Atikameksheng Anishnawbek.

Program Details

Maximum Loan	\$600,000
Maximum Amortization	25 years
Down payment	5% down (cash only no sweat equity)
Administration fee	1% of Loan Value
Life Insurance	Mandatory
Fire Insurance	Mandatory
Home Inspection	Mandatory
Appraisal	Mandatory to establish value.
Certification of Possession (CPs)	Purchase and sale agreement for home must provide that the seller will transfer the CP for the applicable land to the buyer.
Security & Indemnity Agreement	The member must sign a Security & Indemnity Agreement in favour of Atikameksheng Anishnawbek and consent to transfer to Atikameksheng Anishnawbek the CP for the applicable land, of which transfer will be formalized upon completion of the purchase and sale agreement. In the case of default, the Security & Indemnity Agreement will enable Atikameksheng Anishnawbek to retain the CP and to take possession of the home and all improvements. Upon full repayment of the home mortgage, Atikameksheng Anishnawbek will release the member from any obligations in the Security & Indemnity Agreement and transfer the CP back to the member.
Total Debt Services Ratio	Not to exceed 40%.
Debts owed to Atikameksheng Anishnawbek	to be addressed if in arrears.
Renovations	Can be included as long as within max loan.
Hold Back/Construction method	10% - general contractor renovations.
CMHC Loan Insurance	Mandatory

STAGE 1 – Pre-Qualification

- 1) An expression of interest is sent by the member to the Housing Department. An orientation package is sent to members detailing the eligibility requirements.
- 2) Applicant must consent to signing a Security & Indemnity Agreement (explained below).
- 3) Ensure seller holds CP for lot and verification of no encumbrances.
- 4) The Housing Department conducts an internal credit check to ensure there are no accounts in arrears or other debts that are outstanding. Outstanding accounts for the purpose of this



process are accounts that are in default more than 30 days. If the member is in good standing a Conditional Letter of Support will be issued to the financial institute stating that Atikameksheng Anishnawbek is prepared to guarantee this individual's mortgage provided, they meet the lending requirements.

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

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

- 6) The member is required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from the financial institution where they are financing the mortgage or from an independent broker.
- 7) If the applicant's household includes a non -member applicant whose income is being used to qualify for a loan, that non-member should seek independent legal advice regarding their right to claim in the event of household break-up. The non-member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.

STAGE 2 – Approval & Acquisition

- 8) If it is a private sale, Atikameksheng Anishnawbek is not part of the negotiation process. However, Atikameksheng Anishnawbek, as guarantor, must be satisfied with the value of the home as demonstrated by an appraisal and home inspection to be conducted by an independent appraiser and home inspector. This shall also apply if Atikameksheng Anishnawbek is the seller.
 - a. Appraisal determines value and whether the selling price is reasonable.



- b. Home inspection determines any serious deficiencies that may impair the value of the home and will need to be rectified to complete the sale. The cost to address these deficiencies can be paid for by the seller prior to sale as a condition or can be deducted off the sale price and corrected after the sale and incorporated into the mortgage (provided loan does not exceed maximum).
 - c. Members are required to hire an appraiser and inspector and submit a copy of the report to the Housing Department.
- 9) Applicant enters into a Security & Indemnity Agreement with Council:
 - a. The Security & Indemnity Agreement term will not be less than the amortization of the home loan and will identify clauses if default of home loan occurs.
 - b. Applicant must sign Schedule “C” of the Agreement transferring the CP to Atikameksheng Anishnawbek. Atikameksheng Anishnawbek will not formalize the transfer until the purchase has been completed when the applicant has legal ownership of the land.
- 10) The purchase and sale agreement finalized, and CP transferred to Atikameksheng Anishnawbek until mortgage is fully discharged in accordance with Security & Indemnity Agreement.
- 11) Renovations are allowed and can be incorporated into the mortgage, provided the maximum loan is not exceeded. The same conditions applied to renovations of an existing home will be applied to renovations of a purchased home. (review by North Shore Tribal Council).
- 12) The Housing Officer or other designated staff with the Housing Department will confirm to the lender that the member has met all the pre-established conditions for approval of a loan guarantee and applicant has signed a Security & Indemnity Agreement.
- 13) Final sale agreement and estimate for renovations, if required, along with verification of equity must be forwarded to financial institution for final approval. Must be below maximum loan amount.
- 14) Member is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. The financial institution confirms CMHC mortgage insurance is in place.
- 15) Loan document forwarded to Council for final approval. Council issue BCR for loan guarantee (see Schedule “A” of the Security & Indemnity Agreement template).
- 16) Credit Enhancement Certificate is issued by Atikameksheng Anishnawbek Market Housing Fund confirming its backing of the loan.
- 17) Applicant to pay 1% of loan value as administration fee payable to Atikameksheng Anishnawbek to cover cost of inspections and administration work of lands and housing. Fee cannot be rolled into mortgage.
- 18) Confirmation Buyer has fire insurance provided to financial institute and Atikameksheng Anishnawbek.



19) No transfer of funds until Atikameksheng Anishnawbek has received confirmation that CP has been transferred to Atikameksheng Anishnawbek for all private sales. Confirmation sent to the financial institution to release funds.

40.3 Renovations

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

Program Details

Maximum Loan	\$5,000 - \$150,000
Maximum Amortization	20 years
Administration Fee	1% of Loan Value
Life Insurance	Mandatory
Fire Insurance	Mandatory
Certification of Possession (CPs)	Member must hold a CP.
Security & Indemnity Agreement	Mandatory: member must transfer to CP to Council; Council will hold CP until mortgage is fully amortized and all terms of Agreement are met. In the case of default, the Security & Indemnity Agreement will enable Atikameksheng Anishnawbek to retain the CP and to take possession of the home and all improvements. Upon full repayment of the home mortgage, Atikameksheng Anishnawbek will release the member from any obligations in the Security & Indemnity Agreement and transfer the CP back to the member.
Total Debt Services Ratio	Not to exceed 40%.
Debts owed to Atikameksheng Anishnawbek	to be addressed if a member is in arrears.
Construction method	General contractor/Do-it-yourself for certain items/Subs

STAGE 1 – Pre-Qualification

- 1) An expression of interest is sent by the member to the Housing Department. An orientation package is sent to members detailing the eligibility requirements.
- 2) Confirmation that the member holds CP on property and must consent to transferring to Atikameksheng Anishnawbek for the duration of the loan by signing a Security & Indemnity Agreement – see below.
- 3) Atikameksheng Anishnawbek conducts internal credit checks to ensure there are no accounts in arrears or other debts that are outstanding. Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days. If the member is in good standing a Conditional Letter of Support will be issued to the financial institute stating that Atikameksheng Anishnawbek is prepared to guarantee this individual’s mortgage provided, they meet the lending requirements.
 - a. If the member has an outstanding account, a settlement of these debts or a repayment plan must be negotiated prior to the issuance of a Conditional Letter of Support.



- b. If accounts are too high or the member refuses, the application is declined, and no further action is taken on the file.
 - c. If repayment plan is initiated Atikameksheng Anishnawbek may at its discretion defer the application for a period of six months to ensure that the member abides by the repayment plan.
- 4) The member to submit quotes and a general description of renovations, which will be reviewed by North Shore Tribal Council for the following:
- a. To ensure work is compliant with, as a minimum, the National Building Code and construction standards.
 - b. To provide a professional opinion on whether work can be done by members.
 - c. Determine which work MUST be done by a certified tradesperson (I.e. structural, electrical, plumbing, HVAC) who will be communicated to the Housing Department.
- 5) Only after the member has received conditional support from Atikameksheng Anishnawbek can the member apply for a pre-approved mortgage. The member will be required to submit pay stubs, photo Id, and information regarding overall debt load.
- a. Total Debt Servicing (TDS) ratio not to exceed 40%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. member must have satisfactory credit.
 - d. member must have good job tenure.

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

- 6) The member is required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from the financial institution where they are financing the mortgage or from an independent broker.
- 7) If a household includes a non- member applicant whose income is being used to qualify for a loan, that non-member should seek independent legal advice regarding their right to claim in the event of household break-up. The non- member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.

STAGE 2 – Approval & Construction

- 8) If the member meets all the pre-qualification criteria, and confirmation that the member holds the CP, Applicant must enter into a Security & Indemnity Agreement with Atikameksheng Anishnawbek:
- a. Security & Indemnity Agreement term will not be less than the amortization of the home loan and will identify clauses if default of home loan occurs.
 - b. Applicant must sign Schedule “C” of the Agreement transferring the CP to Atikameksheng Anishnawbek.



- 9) The Housing Officer or other designated staff with the Housing Department will confirm to the lender that the member has met all the pre-established conditions for approval of a loan guarantee and applicant has signed a Security & Indemnity Agreement.
- 10) The member must obtain quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1.5 million, and provide proof of WSIB coverage to the Housing Department. In addition, contractors must be capable of bridge financing construction, as advances prior to construction are prohibited.
- 11) Final quotes for contractor and building supplies must be forwarded to financial institution for final approval. Must be below maximum loan amount.
- 12) Proof of fire insurance provided by the member to financial institution and to the Housing Department.
- 13) Loan document forwarded to Council for final approval. Council issue BCR for loan guarantee (Schedule "A" of the Security & Indemnity Agreement template).
- 14) Credit Enhancement Certificate is issued by Atikameksheng Anishnawbek Market Housing Fund confirming its backing of the loan.
- 15) Applicant to pay 1% of loan value as administration fee payable to Atikameksheng Anishnawbek to cover cost of inspections and administration work of lands and housing. Fee cannot be rolled into mortgage.
- 16) Contractor to provide proof of construction insurance to the Housing Department and the lender.
- 17) **Renovations begin.**
- 18) North Shore Tribal Council is responsible for progress and compliance inspections. The maximum numbers of inspections are two; one at 50% complete and the final inspection. Pictures to be included in the advance documentation. Advances could also be processed by the submission of invoices by members to the financial institution.

A holdback of 10% for 45 days will be required and enforced by the lender for work done by the general contractor. The general contractor to sign Statutory Declaration stating all subs have been paid.



40.4 Refinance an Existing Home

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

Program Details

Maximum Loan	\$150,000
Renovations	existing loan and renovations not to exceed \$650,000.
Administration Fee	1% of Additional Loan only
Maximum Amortization	25 years
Life Insurance	Mandatory
Fire Insurance	Mandatory
CP	Mandatory – member must hold CP for the applicable land.
Security & Indemnity Agreement	Mandatory - member must transfer to CP to Council; Council will hold CP until mortgage is fully amortized and all terms of Agreement are met. In the case of default, the Security & Indemnity Agreement will enable Atikameksheng Anishnawbek to retain the CP and to take possession of the home and all improvements. Upon full repayment of the home mortgage, Atikameksheng Anishnawbek will release the member from any obligations in the Security & Indemnity Agreement and transfer the CP back to the member.
Total Debt Services Ratio	Not to exceed 40%.
Construction method	General Contractor/Do-it-yourself for certain items/subs
Hold back on Construction	10% - general contractor.
CMHC Insurance	Mandatory

STAGE 1 – Pre-Qualification

- 1) An expression of interest is sent by the member to Atikameksheng Anishnawbek. An orientation package is sent to members detailing the eligibility requirements.
- 2) Confirmation that member holds CP and existing mortgage amount. Any penalties for early discharge on an existing mortgage will be borne by the member.
- 3) Members must consent to signing a Security & Indemnity Agreement (explained below).
- 4) The member is required to increase mortgage by a minimum of \$10,000 and up to a maximum of \$50,000 for renovations in order to be eligible. In addition, this additional increase plus the amount of the existing mortgage being refinanced must be below the maximum mortgage amount of \$200,000.
- 5) Atikameksheng Anishnawbek conducts internal credit checks to ensure there are no accounts in arrears or other debts that are outstanding. Outstanding accounts for the purpose of this



process are accounts that are in default more than 30 days. If the member is in good standing a Conditional Letter of Support will be issued to the financial institute stating that Atikameksheng Anishnawbek is prepared to guarantee this individual's mortgage provided, they meet the lending requirements.

- a. If the member has an outstanding account, a settlement of these debts or a repayment plan must be negotiated prior to the issuance of a Conditional Letter of Support.
 - b. If accounts are too high or the member refuses, the application is declined, and no further action is taken on the file.
 - c. If repayment plan is initiated Atikameksheng Anishnawbek may at its discretion defer the application for a period of six months to ensure that the member abides by the repayment plan.
- 6) Member to submit quotes and a general description of renovations, which will be reviewed by North Shore Tribal Council for the following:
- a. To ensure work is compliant with, as a minimum, the National Building Code and construction standards.
 - b. To provide a professional opinion on whether work can be done by the member.
 - c. Determine which work MUST be done by the General Contractor (I.e. structural, electrical, plumbing, HVAC) which will be communicated to Atikameksheng Anishnawbek.
- 7) Only after the member has received conditional support from Atikameksheng Anishnawbek can the member apply for a pre-approved mortgage. The member will be required to submit pay stubs, photo Id, and information regarding overall debt load.
- a. Total Debt Servicing (TDS) ratio not to exceed 40%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. The members must have satisfactory credit.
 - d. The members must have good job tenure.
 - e. The members must demonstrate they have sufficient equity of 5% for renovations.

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

- 8) Members are required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from the financial institution where they are financing the mortgage or from an independent broker.
- 9) If a household includes a non- member applicant whose income is being used to qualify for a loan, that non-member must seek independent legal advice regarding their right to claim in the event of household break-up. The non- member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.



STAGE 2 – Approval & Renovation

- 10) If the member meets all the pre-qualification criteria, and confirmation that the member holds the CP, the member must enter into a Security & Indemnity Agreement with Atikameksheng Anishnawbek:
 - a. Security & Indemnity Agreement term will not be less than the amortization of the home loan and will identify clauses if default of home loan occurs.
 - b. Applicant must sign Schedule “C” of the Agreement transferring the CP to Atikameksheng Anishnawbek as security for the loan guarantee.
- 11) The Housing Officer or other designated staff with the Housing Department will confirm to the Lender that the member has met all the pre-established conditions for approval of a loan guarantee and applicant has signed a Security & Indemnity Agreement.
- 12) The member must obtain quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1.5 million, and provide proof of WSIB coverage to the Housing Department. In addition, contractors must be capable of bridge financing construction, as advances prior to construction are prohibited.
- 13) Final quotes, for contractor and building supplies, along with verification of equity must be forwarded to financial institution (lender) for final approval. Must be below maximum loan amount.
- 14) Proof of fire insurance provided by member to financial institution.
- 15) The member is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. The financial institution confirms CMHC mortgage insurance is in place.
- 16) Loan document forwarded to Council for final approval. Council issue BCR for loan guarantee.
- 17) If the existing mortgage is a Ministerial Guarantee, Atikameksheng Anishnawbek will be required to issue a second BCR rescinding this guarantee. This ensures that there are not two guarantees on the same loan.
- 18) Credit Enhancement Certificate is issued by Atikameksheng Anishnawbek Market Housing Fund confirming its backing of the loan.
- 19) Applicant to pay 1% of loan value as administration fee payable to Atikameksheng Anishnawbek to cover cost of inspections and administration work of lands and housing. Fees cannot be rolled into mortgage.
- 20) Contractor to provide proof of construction insurance to Atikameksheng Anishnawbek and Financial Institution.
- 21) **Renovations begin.**
- 22) North Shore Tribal Council is responsible for progress and compliance inspections. The maximum numbers of inspections are two; one at 50% complete and the final inspection.



Pictures to be included in the advance documentation. Advances could also be processed by the submission of invoices by the member to the financial institution.

41 Breach/Default on the Bank Loan Agreement

If the homeowner has committed a breach of the bank loan agreement, the bank/lender will contact the Housing Department. The Housing Department will contact the homeowner by phone immediately on receipt of the bank notification and discuss the default with the homeowner to attempt to resolve the issue. If the homeowner does not resolve the breach to the satisfaction of the bank, the Housing Department will proceed with written notification to confirm the consequences of failing to resolve the breach/default, as outlined here (these timelines may be subject to change in accordance with the loan documents – if the loan agreement requires the default be resolved in a shorter period of time, then the Housing Department will issue notices to comply with that timeline):

1. First notice - A first notice must be sent to the homeowner within 10 working days of the Housing Department confirming a breach of the loan agreement and the conditions under which the breach can be resolved. The notice must advise the homeowner to:
 - a) Resolve the breach according to the terms and timeframes confirmed in the notice; or
 - b) Meet with the Housing Department within 10 working days of receipt of the notice to discuss resolution of the breach.
2. Second notice – If after 10 working days of the first notice being issued, the homeowner has neither resolved the breach nor contacted the Housing Department, a second notice must be sent. The notice must confirm the details of the breach, the conditions under which the breach can be resolved and the deadline to resolve the breach to the satisfaction of the Housing Department. The Housing Department must make at least two efforts to contact the homeowner by telephone to resolve the breach.
3. Third and final notice – 10-day notice for foreclosure. If the homeowner fails to resolve the breach within the timeframe noted in the second notice, a 10-day notice of foreclosure must be issued to the homeowner. The final notice must be delivered either:
 - a) By hand to an adult person living in the property; or
 - b) By posting the notice on the front door of the property with a third- party as witness to the delivery of the notice.

41.1 Foreclosure Action

If the homeowner does not resolve the breach to the satisfaction of the Housing Department within the timeframes identified in the third and final notice, the Housing Department will request sign-off of a foreclosure/eviction request by the Director of Operations and the Public Works Manager. As part of the request, the Housing Department must demonstrate that the policy was applied, and due diligence was conducted. If the



Director of Operations and the Public Works Manager sign off on the request, the Housing Department will request a meeting with Council to review the breach and request that foreclosure action be taken as outlined below.

41.2 Foreclosure/Eviction

- 41.2.1 If the homeowner has failed to resolve the breach/default on the bank loan agreement or if the homeowner otherwise breaches the Security & Indemnity Agreement, the Housing Department will request a meeting with Council to review the breach, to confirm the action that was taken to ensure due diligence and request approval from Council to begin foreclosure/eviction proceedings.
- 41.2.2 On receipt of approval from the Council, the Housing Department must issue a 30-day notice to terminate occupancy against the defaulting homeowner to seize the property and remove the homeowner from the unit.
- 41.2.3 The written notice to terminate occupancy must be issued by the band to the homeowner 30 working days before the date that Atikameksheng Anishnawbek takes over possession of the unit and the land, as confirmed in the termination notice, by either:
 - a) Handing the notice directly to the homeowner; or
 - b) Securely attaching the notice to the door of the homeowner unit with a third- party as witness to the delivery of the notice. 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 in the unit.
- 41.2.4 If the homeowner does not vacate the unit at the required date defined in the termination of occupancy notice, the Band may seek an order of possession from a court of competent jurisdiction to authorize a bailiff or peace officer to remove the homeowner and any other occupants, change the locks and remove the homeowner's possessions from the premises.
- 41.2.5 If the Band proceeds with foreclosure/eviction action, the Band will retain the Certificate of Possession. Neither the former homeowner, nor their heirs nor their estate have any claim to Certificate of Possession that was transferred to Atikameksheng Anishnawbek.
- 41.2.6 If a homeowner defaults on their bank loan agreement and causes a loss to the Band, the homeowner is not eligible to receive housing assistance from the Band until the loss is repaid in full.
- 41.2.7 If the Band proceeds with foreclosure/eviction action, the Housing Department will consider action to deal with the reacquired unit which can



include:

- If an alternate eligible applicant is identified, contact the bank to confirm whether the new applicant is eligible to qualify for a bank loan and to assume the outstanding loan balance.
- If either the bank declines to allow a mortgage assumption or, there is no eligible applicant that can assume the outstanding loan balance, the Housing Department may either:
 - If the loan was made through Atikameksheng Anishnawbek’s Market Housing Fund (the Fund), contact the Fund to confirm whether alternate loan repayment arrangements may be authorized; or
 - Pay the outstanding mortgage loan balance, plus any penalties, to the bank and retain the Certificate of Possession in the name of the Band (refer to the section on reacquired units within this Policy for options on dealing with reacquired units).

41.2.8 If the former homeowner has left personal property in the unit/on the property, the following applies:

- The Housing Department will remove the former homeowner’s personal property and place it in storage for 60 days and keep an inventory (written or photographic) of the property. The Housing Department will invoice the former homeowner for the cost of removal of their possessions and other related charges as noted below.
- The Housing Department will post a notice on the front door of the unit to notify the former homeowner that the property is in storage and provide contact information for the homeowner to reimburse the Band for costs related to removal/storage of same and to retrieve their belongings.
- If the homeowner does not contact the Housing Department to reclaim the personal property within the 60-day period, the Housing Department may dispose of the property in such a manner as may be determined by the Band. The Housing Department will maintain the inventory and details of the disposal of the property for 2 years following the date of disposal.
- Notwithstanding the above, the Housing Department may dispose of the personal property if the Housing Department 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 unsanitary or unsafe.
- If the Housing Department incurs expenses as a result of action taken above, including but not limited to repairs and the cost of the removal of the personal property, the Housing Department will note these costs on the former homeowner’s file and cost recovery will be pursued by the Housing Department.



42 Reacquired Homeowner unit

- Subject to section 41.2.7 where a financial institution agrees to assign a mortgage to a different member, if the Band reacquires a unit under section 41, they reserve the right to either to
 - a) Sell the unit and property to an eligible member applicant (the Band will be the lender); or
 - b) Operate the unit as a rental unit; or
 - c) Operate the unit as a non-residential unit (e.g. band administrative office).

42.1 Sale of the unit to an Eligible Applicant

Eligibility Criteria

If the Band wishes to sell the unit to an eligible applicant, the following eligibility criteria applies:

- a) The applicant must be a member; and
- b) The applicant must be 18 years of age or older; and
- c) The applicant must be required to meet Atikameksheng Anishnawbek lending criteria which includes an acceptable credit rating on reserve, confirmation of their annual household income, their ability to afford the monthly loan payments and other associated housing costs and charges; and
- d) An applicant with arrears and/or outstanding accounts (money owing) to the band shall not be considered until outstanding accounts are paid in full.

Application Process

The applicant must complete an application including written confirmation of their annual household income, confirmation of their ability to afford monthly loan payments and related housing charges and the applicant shall provide verification of a good credit history.

Sale Price

The sale price will be the greater of:

- a) The remaining book value at the time of the new interest adjustment date, plus repair costs required to bring the unit to minimum property standards, plus legal fees and all other closing costs, less any down payment; or
- b) Current value as determined by a qualified real estate appraiser, plus legal fees and all other closing costs.

Amortization Period

The amortization period for the loan is the lesser of:

- a) The remaining amortization period on the original mortgage loan; or



- b) The remaining useful life of the property, as determined by a qualified real estate appraiser.

Security & Indemnity Agreement

The eligible homeowner applicant is required to execute and abide by the terms of the Security & Indemnity Agreement. The Certificate of Possession for the property will be used as security.

Loan Payment

The monthly loan payment will be determined by the bank based on the sale price and amortization period of the unit.

42.2 Operate the unit as a rental unit.

If Atikameksheng Anishnawbek decides to allocate the unit as Band-Administered Housing, the eligibility criteria, application process, Tenancy Agreement, and this Policy for the Atikameksheng Anishnawbek Rental Housing Program applies.



APPENDIX A – NOTICE OF AN APPEAL

Notice of an Appeal
Atikameksheng Anishnawbek Housing Programs and Services

Page 1

To: Housing Department
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 may appeal against a decision made under this Policy. The appeal must be based on 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 this Policy on which the housing decision was based is available from the Housing Department.

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



Grounds for an Appeal:

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

- This 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. this Policy cannot be rationally supported or there is a defect in the policy which is immediate and obvious).

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

Delivery of the Notice to Appeal

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

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

The Atikameksheng Anishnawbek Housing Department and the Appeals and Redress Committee will only request personal information that is necessary for us to assess your complaint, which is related to the housing program, a core service provided by our government to members. We will store your personal information securely and only for as long as is necessary to allow us to administer this appeal and to accommodate any further rights of appeal to a court of competent jurisdiction. We will not share your personal information publicly or to third parties without your express consent, except if required by law.

*By signing this form, I consent to the Atikameksheng Anishnawbek Housing Department and the Appeals and Redress Committee **collecting** and **storing** my personal information required to process this notice of appeal.*

Applicant/tenant Signature

Date

Applicant/tenant Signature

Date

The Housing Department 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

HOUSING RENTAL APPLICATION

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

1. Applicant Information

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

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

Applicants are only entitled to list children for whom the applicant has custody. The Housing Department may request documentation to confirm custody arrangements to ensure National Occupancy Standards will be complied with.

2. Current Residential and Postal Address?

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



Rental Application –FN rental unit What is your mailing address (if different from #2):

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

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

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

4. Alternate Contact in Your Absence for messages

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

5. Employment History

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

6. Information on your current and previous accommodation

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



7. Current Living Conditions:

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

Provided detail:

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

1. National Occupancy Standards' guidelines.

a. Suitable housing:

- i.** Suitable housing has enough bedrooms for the size and make-up of resident households, according to National Occupancy Standard (NOS) requirements. Enough bedrooms based on NOS requirements means one bedroom for:
 - ii.** each cohabiting adult couple.
 - iii.** unattached household members 18 years of age and over.
 - iv.** same-sex pair of children under age 18.
 - v.** and additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom.
 - vi.** A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).



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

Empty table with 3 rows for providing details on overcrowding.

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

d. Yes No

Empty table with 3 rows for providing details on temporary housing.

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

Empty table with 3 rows for providing details on household members requiring modifications.

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

a. 1 bedroom 2 bedrooms 3 Bedrooms 4 Bedrooms

e. Gross Monthly Income:

Primary Applicant \$ _____/Month

Co-Applicant \$ _____/Month

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



f. Two Reference Letters

An applicant must provide two reference letters. If an applicant is or has been a tenant in rental housing or is currently employed, the applicant must provide at least one reference from category i) or ii) below.

If an applicant has never been a tenant in rental housing or is not employed, they may provide two-character references.

Please indicate the category of reference you are providing with your application:

i) Current or past landlord

i. Yes [number of letters: ____] No N/A

ii) Current employer

ii. Yes [number of letters: ____] No N/A

iii) Character reference from an individual who is not the applicant's immediate family.

Yes [number of letters: ____] No N/A

The Atikameksheng Anishnawbek Housing Department has only requested personal information that is necessary for us to deliver the housing program, a core service provided by our government to members. We will store your personal information securely and only for as long as is necessary to allow us to offer the housing and services to our members. We will not share your personal information publicly or to third parties without your express consent, except if required by law.

*By signing this application, I consent to the Atikameksheng Anishnawbek Housing Department **collecting** and **storing** my personal information required to process this application.*

Primary occupant (please print)	
Signed	Date:

Secondary occupant (please print)	
Signed	Date:

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



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



Atikameksheng Anishnawbek Housing Policy

2024

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



APPENDIX C – RENTAL AGREEMENT

This Residential Tenancy Agreement is made on _____, 20__

(the “**Agreement**”)

BETWEEN:

Atikameksheng Anishnawbek

(the “**Landlord**”)

AND:

(the “**Tenant**”)

Being collectively the parties (the “**Parties**”) to this Agreement.

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

1. APPLICATION OF ATIKAMEKSHENG ANISHNAWBEK HOUSING POLICY

a) The Landlord administers its rental housing program pursuant to Atikameksheng Anishnawbek Housing Policy (the “**Housing Policy**”), which applies to and forms part of this Agreement. By signing this Agreement, the Tenant acknowledges that he or she has read and understood this Policy and agrees to be bound by both the terms of this Agreement and this Policy, as amended from time to time. In the event of any inconsistency between this Agreement and this Policy, this Agreement prevails.

2. TENANT INFORMATION

Primary Tenant

Full name:

Mailing Address:

Phone #1:

Phone #2:

Email Address: -

Membership No.:

Co-Tenant (if applicable)

Full name:

Mailing Address:

Phone #1:

Phone #2:

Email Address: -

Membership No.:



3. THE RENTAL PROPERTY

a) The Landlord holds the right of possession to the rental property (both the land and all structures on the land) known as:

Band Lot #: _____ House #: _____

Address: _____

Type of Dwelling: _____ BR#: _____ Hydro: _____

(the “**Rental Unit**”)

4. AGREEMENT TO RENT

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

5. CHANGES TO THIS AGREEMENT

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

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

- i) an increase to Rent.
- ii) a withdrawal of, or a restriction on, a service or facility.
- iii) eviction for cause.
- iv) pets.
- v) access and inspection for purposes of health and safety; and
- vi) access for purposes of asset protection and maintenance.

6. AUTHORIZED OCCUPANTS

a) Only the following persons are authorized to occupy the Rental Unit on a permanent basis (residence for a period of 30 or more days):

Name	member #	Birth Date	Sex



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

- b) The Rental Unit shall not have more than _____ Authorized Occupants.
- c) The Landlord shall not unreasonably prevent the Tenant from having guests in the Rental Unit.
- d) The Tenant may permit visitors to stay at the Rental Unit for up to 30 days, whether consecutive or not, within a 12-month period. The Landlord may agree to an extension in accordance with the Housing Policy.
- e) The Tenant may request in writing the Landlord’s consent to amend the list of Authorized Occupants to add or remove persons from the list. If the Landlord agrees, such consent shall be given in writing and appended to this Agreement, along with the amended list of Authorized Occupants.
- f) The Tenant shall be responsible for the actions of all Authorized Occupants and guests. If the Tenant allows persons who are not Authorized Occupants to occupy the Rental Unit on a permanent basis without the Landlord’s prior written consent, then the Tenant shall be in default under this Agreement and may be evicted for cause.

7. TERM AND TERMINATION

- a) The Tenant’s right to occupy the Rental Unit starts on the _____ day of _____, 20____, and expires on the 31st of March immediately following that date (the “**Term**”).
- b) Provided that the Tenant is in compliance with the terms and conditions of this Agreement and this Policy, the Parties may renew this Agreement for a period of one year, expiring on March 31st of the year immediately following the date of renewal at the end of the Term (the “**Subsequent Term**”) and at the end of each Subsequent Term thereafter.
- c) If the Tenant does not wish to renew this Agreement upon the expiry of the Term or Subsequent Term, the Tenant shall provide the Landlord with written notice of non-renewal 30 days prior to the end of the Term or Subsequent Term and shall vacate the Rental Unit at the end of the Term or Subsequent Term in accordance with section 16 of this Agreement.
- d) Notwithstanding paragraph 7(c), if the Term begins after March 1st, the Tenant may give the Landlord written notice of non-renewal at any time during the Term and shall vacate the Rental Unit at the end of the Term in accordance with section 16 of this Agreement.
- e) If the Parties do not renew this Agreement at the end of the Term or Subsequent Term, and the Tenant has not given written notice of non-renewal, then a new tenancy from month to month shall be created and shall be subject to the terms and conditions of this Agreement insofar as they are applicable to a month-to-month tenancy.
- f) The Landlord may terminate a month-to-month tenancy created pursuant to paragraph 7(e) at any time upon giving the Tenant 30 days written notice of termination.
- g) The Parties may mutually agree in writing to terminate this Agreement at any time during the Term or Subsequent Term, and such agreement will specify the date on which the Tenant will vacate the Rental Unit.



- h) The Landlord may terminate this Agreement for cause at any time in accordance with section 14 (Eviction) of this Agreement.
- i) The Tenant may terminate this Agreement at any time by providing 30 days written notice to the Landlord (hand delivery or registered mail, which must be posted at least five days before the 30-day notice period) and is responsible for payment of any Rent coming due within the 30-day period. Such written notice must:
 - i) include the address of the Rental Unit.
 - ii) include the date of termination; and
 - iii) be signed and dated by the Tenant.
- j) The Tenant acknowledges and agrees that once notice of termination has been given by either Party to the other, the Landlord may enter the Rental Unit to show the Rental Unit to prospective Tenants upon 24 hours written notice to the Tenant. The Tenant shall be liable for any damages the Landlord may experience, including but not limited to lost rent, for any interference or obstruction by or on behalf of the Tenant with the Landlord’s efforts to enter the Rental Unit for this purpose.
- k) If the Tenant moves out of the Rental Unit without providing 30 days notice as required under this Agreement, he or she shall be responsible for paying the Rent for the following month.

8. RENT

- a) The Tenant agrees to pay rent in the amount of \$_____ to the Landlord on or before the 1st day of each month (the “Rent”). This paragraph is subject to any Rent increases given in accordance with this Agreement and the Landlord’s Housing Policy.
- b) The Tenant shall pay the first month’s Rent to the Landlord prior to moving into the Rental Unit.
- c) Where the Term begins on a day that is other than the first day of a month, then the Tenant shall pay to the Landlord a pro-rated Rent of \$_____ prior to moving into the Rental Unit to cover the period beginning on the _____ of _____ and ending on the last day of such month.
- d) The Landlord will accept payment by cash, certified cheque, money order or bank draft. Payment is to be made at the Finance Office in Atikameksheng Anishnawbek administration building.
- e) The Landlord may review the Rent each year on the anniversary date of this Agreement and may increase the Rent for the following year in accordance with the CMHC operating budget.
- f) The Landlord shall give the Tenant at least three months written notice before the date any Rent increase is to become effective.
- g) If there is more than one Tenant under this Agreement, each Tenant is jointly and severally liable for the full amount of the Rent.
- h) The Rent includes the following equipment and services (check all that apply):

<input type="checkbox"/>	Water	<input type="checkbox"/>	Stove and oven
<input type="checkbox"/>	Sewer	<input type="checkbox"/>	Refrigerator



- d) The Landlord is entitled to use the Security Deposit to pay for the cost of repairing any damage to the Rental Unit not caused by normal wear and tear. Rental Unit
- e) Any portion of the security deposit remaining after the Landlord has used the Security Deposit in accordance with paragraph 9(c) shall be reimbursed to the Tenant.

10. FAILURE TO PAY RENT/RENTAL ARREARS

- a) The Tenant must pay the Rent on time. Rent is late and in arrears if the full amount is not paid on or before the day it is due.
- b) If the Tenant fails to pay the Rent on time, the Landlord shall send the Tenant a first notice seven days after the date the Rent came due. The Tenant shall immediately pay the rental arrears in full or meet with the Landlord to enter into an Arrears Recovery Agreement.
- c) If no payment has been received or no Arrears Recovery Agreement is made within 20 days after the date the Rent came due, a second notice shall be delivered along with a scheduled time for a meeting between the Tenant and the Landlord to discuss the situation and to make arrangements for the repayment of the rental arrears by entering into an Arrears Recovery Agreement.
- d) If no payment has been received or no Arrears Recovery Agreement has been entered into within 30 days after the date the Rent came due, a final notice shall be delivered to the Tenant advising the Tenant that they have five days to make full payment of the arrears plus the current month's Rent or enter into an Arrears Agreement. An eviction notice will be delivered to the Tenant and the Tenant will have 10 days to vacate the Rental Unit if:
 - i) five days after the date of the final notice, no payment has been made, or
 - ii) the Tenant has failed to enter into and/or comply with the terms of an Arrears Agreement.
- e) In addition to the preceding paragraphs, if the Tenant is persistently late paying Rent, as determined in the Housing Policy (i.e. being late paying Rent five times in a 12-month period), an eviction notice shall be delivered to the Tenant and the Tenant will have 10 days to vacate the Rental Unit.

11. USE OF THE RENTAL UNIT

- a) Subject to this Rental Agreement, the Tenant shall not use, or permit others to use, the Rental Unit for any purpose other than as a residential dwelling.
- b) The Tenant shall not operate, or permit others to operate, a home-based business from the Rental unit without the prior written permission of the Landlord.

12. PETS

- a) Pets are not permitted inside or outside the Rental Unit without the prior written approval of the Landlord, which approval shall be in the form of a pet policy addendum (schedule "B" to this Rental Agreement) signed by the Landlord and Tenant and appended to this Agreement and the payment of a pet deposit as described in the pet policy addendum.



- b) The Tenant shall comply with Atikameksheng Anishnawbek Animal Control Bylaw at all times.
- c) The Tenant shall meet his/her obligations for care of the Rental Unit and property as outlined in this Agreement, the Housing Policy and the pet policy addendum to this Agreement.
- d) The Tenant will be solely responsible for any damage to the Rental Unit that is caused by his/her pet(s).

13. SUBLEASE OR TRANSFER

- a) The Tenant is not entitled to sublease the Rental Unit.
- b) The Tenant is not authorized to transfer this Rental Agreement.

14. EVICTION

- a) If the Tenant fails to perform or observe any of his or her covenants in this Agreement or in the Housing Policy, or otherwise breaches the terms of this Agreement or the Housing Policy, the Landlord may terminate this Agreement for cause and issue an eviction notice, and thereupon the tenancy and the Tenant’s rights under this Agreement will cease absolutely, without right of re-entry, and the Landlord or its agent may re-enter the Rental Unit or any part of it, and thereafter have, possess and enjoy it as if this Agreement had not been made.

10-day eviction notice

- b) Without limiting the generality of the preceding paragraph 14(a), the Landlord may, at its sole discretion, issue an eviction notice requiring the Tenant vacate the Rental Unit within 10-days of the notice being issued and terminate the tenancy if one or more of the following applies:
 - i) the Tenant fails to pay Rent in accordance with paragraphs 10d) or e)
 - ii) the Tenant fails to comply with an Arrears Recovery Agreement.
 - iii) the Tenant fails to resolve any of the following breaches within the time provided in and in accordance with a notice of breach issued in accordance with the Housing Policy:
 - 1. contravening section 11 of this Rental Agreement related to use of the Rental Unit except in instances where the use of the Rental Unit qualifies for a 48-hour eviction notice as described below,
 - 2. damage to the Rental Unit that is caused by the Tenant, or any Authorized Occupant or guest,
 - 3. smoking a tobacco cigarette, or, except if the Landlord has granted a written exemption from this rule based on the Tenant’s disability in accordance with the Housing Policy, smoking cannabis in the Rental Unit,
 - 4. cultivating cannabis in the Rental Unit (despite any authorization in a law enacted by the Landlord or in any other applicable law; the moisture and odour associated with growing cannabis indoors is a risk to the Rental Unit and may cause a nuisance to neighbours),



5. failing to maintain or repair the Rental Unit as required, including failing to ensure Rental Unit is monitored over the course of an authorized absence in accordance with the Housing Policy.
 6. failing to provide notice to the Landlord of a planned absence from the Rental Unit in accordance with the Housing Policy.
 7. interference with the Landlord’s efforts to perform its maintenance/repair responsibilities in respect of the Rental Unit.
 8. conditions that are unsanitary, unsafe or likely to cause a nuisance at or around the Rental Unit.
 9. leaving garbage, junk cars and scrap material at or around the Rental Unit.
 10. refusal to participate in a validly scheduled Rental Unit inspection for which the Tenant is required to attend in accordance with the Housing Policy.
 11. failure to comply with any of Atikameksheng Anishnawbek’s applicable laws, bylaws or policies.
 12. people other than the Authorized Occupants residing in the Rental Unit for more than 30 days in any 12-month period, whether consecutive or not unless authorized by the Landlord; and
 13. transferring or subletting the Rental Unit; or
- iv) the Tenant fails to comply with a second notice of breach in relation to repeatedly causing, or allowing others to cause, a nuisance or disturbance.

48-hour eviction notice

- c) Without limiting the generality of paragraph 14(a), the Landlord may, at its sole discretion, issue an eviction notice requiring the Tenant vacate the Rental Unit within 48-hours of the notice being issued and terminate the tenancy if one or more of the following applies:
- i) the Landlord determines that the Tenant made false declarations on his or her housing application and was allocated the Rental Unit as a result of the false declarations.
 - ii) a person occupies the Rental Unit without the Landlord’s permission in the form of a valid and subsisting Rental Agreement.
 - iii) the Landlord reasonably believes that the Tenant produces, grows or consumes, or permits others to produce, grow or consume, drugs, with the exception of cannabis (cultivating cannabis in the Rental Unit is a breach of this Rental Agreement that is addressed at section 14b)iii) of this Agreement);
 - iv) without limiting paragraph iii), the Tenant is convicted of trafficking narcotics.
 - v) the Tenant, an Authorized Occupant and/or guest has caused willful and/or extraordinary damage to the Rental Unit and/or the Landlord’s property within the Rental Unit (over \$3,000).
 - vi) the Tenant fails to comply with a payment arrangement with the Landlord regarding major repairs that are required due to damage caused or permitted to occur by the willful or negligent conduct of the Tenant, Authorized Occupant or a guest.



- vii) the Tenant ceases to be an Atikameksheng Anishnawbek member.
 - viii) the Tenant has abandoned the Rental Unit; or
 - ix) the Tenant, Authorized Occupant, or guest tampers with or removes smoke or carbon monoxide detectors or alarms, fire extinguishers or sprinkler systems.
- d) Upon vacating the Rental Unit in accordance with the eviction notice, the Tenant Rental Unit shall leave the Rental Unit in the condition required under paragraph 16(b) of this Agreement.

15. CONDITION INSPECTIONS

- a) The Landlord and Tenant shall jointly inspect the condition of the Rental Unit:
- i) upon execution of this Agreement and prior to the Tenant moving into the Rental Unit.
 - ii) at any time when the Tenant starts keeping a pet during the tenancy.
 - iii) at the end of the tenancy.
 - iv) at any time as may be required by CMHC; and
 - v) at any other time as the Landlord may reasonably require.
- b) The Landlord may enter and inspect the Rental Unit at any time and for any reason with 24 hours prior written notice to the Tenant.
- c) The Landlord may enter and inspect the Rental Unit without notice to the Tenant if one or more of the following applies:
- i) there is an emergency, and the entry is necessary to protect life or property.
 - ii) the Tenant gives the Landlord permission; or
 - iii) there is evidence that the Tenant has abandoned the Rental Unit for a period of 30 or more consecutive days.

16. VACATING THE RENTAL UNIT

- a) The Tenant shall deliver up vacant possession of the Rental Unit to the Landlord on or before 1:00 p.m. of the day the tenancy and this Agreement are deemed to end (the **“Termination Date”**). Vacant possession means removing all persons and personal possessions from the Rental Unit and the premises and returning all keys and access devices to the Landlord.
- b) On or before the Termination Date, the Tenant shall leave the Rental Unit in a clean, undamaged condition to facilitate immediate re-rental. Re-rentable condition means:
- i) floors and walls are cleaned and washed.
 - ii) carpets vacuumed and cleaned; all stains shampooed out.
 - iii) all electric light bulbs functioning and in place
 - iv) all light fixtures whole and undamaged.
 - v) refrigerator and/or freezer cleaned of all food and stains and defrosted.
 - vi) range cleaned and free of all grease/debris inside and out, all fuses in working order.
 - vii) all surfaces cleaned and all storage fixtures (cabinets, closets, etc.) empty and clean.
 - viii) all garbage removed from Rental Unit.
 - ix) washer and dryer cleaned inside and out; and



- x) all debris cleaned out from under or behind any appliances.
- c) The Tenant shall be liable for any expense or loss incurred by the Landlord due to the failure of the Tenant to vacate the Rental Unit promptly and as required, or to leave it in an immediately re-rentable condition.

17. INSURANCE AND INDEMNITY

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

18. MAINTENANCE

Landlord Responsibilities

- a) The Landlord shall perform and/or bear the cost of repairs that are deemed to be the Landlord’s responsibility under the terms of this Agreement and as detailed in Schedule “A” to this Agreement.
- b) The Landlord is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Unit, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- c) With the exception of damage caused by the Tenant, Authorized Occupants or guests in contravention of this Agreement or the Housing Policy and funding availability, the Landlord is responsible for the following major repairs and replacements:
 - i) roof repairs.
 - ii) plumbing repairs.
 - iii) hot water tank replacement.
 - iv) electrical system repairs.
 - v) major structural repairs.
 - vi) electrical fixture replacement.
 - vii) repairing or replacing appliances owned by the Landlord.
 - viii) replacing broken windows and screens.
 - ix) repairing and replacing floors, doors and cupboards.



- x) repairing or replacing locks.
- xi) repair of damage or vandalism that has been reported to the Landlord by the Tenant within ___ hours/days of its occurrence, that is not attributed to the negligence or wilful act of the Tenant, another Authorized Occupant, or guest of the Tenant, as determined by the Landlord, acting reasonably; and
- xii) any other major repairs or replacements deemed reasonable by the Landlord

(collectively, the “**Landlord Repairs**”).

- d) In accordance with the Housing Policy, the Tenant shall provide the Landlord with written notice of any Landlord Repairs that may be required, and the Landlord shall have a reasonable time to perform the Landlord Repairs.
- e) The Tenant shall ensure that any area where the Landlord is to perform Landlord Repairs is safe and free of clutter, waste and/or other hazards that could render the performance of the Landlord Repairs hazardous.

Tenant Responsibilities

- f) The Tenant shall carry out and/or bear the cost of repairs that are deemed to be the Tenant’s responsibility under the terms of this Agreement and as detailed in Schedule “A” to this Agreement.
- g) The Tenant is responsible for general maintenance, cleaning, decorative repairs, and minor day-to-day repairs and replacements and is solely responsible for the carrying out and/or bearing the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- h) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within a reasonable time, the Landlord may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this Agreement.
- i) The Tenant shall keep the grounds surrounding the Rental Unit clean, the grass cut and free of refuse, animal waste, uninsured and/or inoperable vehicles or vessels, vehicle parts, equipment, appliances, and debris such as building materials. If the Landlord has to remove any of these items or do yard clean up, then the Tenant will be invoiced the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this Agreement.
- j) The Tenant is not responsible for replacements or repairing damage that is caused by normal wear and tear. For greater clarity, normal wear and tear is unavoidable deterioration to the Rental Unit and its fixtures that naturally and inevitably occurs as a result of normal use or aging and includes some matting of carpeting, a few nail holes, and some fading or yellowing of paint, but does not include stains or burns on the carpet, broken windows, broken or missing blinds or window coverings, gouges in the doors or walls, infestations caused by pets or negligence, pet scratches on molding or doors, or damage caused by the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.



- k) The Tenant shall report all damage to the Rental Unit to the Landlord within 3 days, or immediately (i.e. within 24 hours) if the damage is in relation to an accident, break or defect in water, heating or electrical systems, or is otherwise of a nature sufficient to constitute an emergency.
- l) The Tenant shall be responsible for all costs, including applicable insurance deductibles, associated with repairs to the Rental Unit and/or replacement of any fixtures and/or appliances, if the damage has been caused or permitted to occur from the wilful or negligent conduct of the Tenant, an Authorized Occupant or a guest.
- m) The Landlord may require the Tenant to undertake reasonable repair or maintenance on the Rental Unit by written notice within a specified time where the repair or maintenance is the responsibility of the Tenant under this Agreement.
- n) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within the time specified in the notice given under paragraph 18(m) the Landlord may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this Agreement.
- o) The Landlord may charge any amounts owing for invoices given to the Tenant under this section as Additional Rent and any such Additional Rent shall be payable as Rent in accordance with section 8 (Rent) of this Agreement.
- p) The Tenant must receive written permission from the Landlord prior to making any major repairs, alterations, additions or improvements to the Rental Unit and, where applicable, is responsible for obtaining any permits or licenses required under any Atikameksheng Anishnawbek policy or law.
- q) If the Tenant makes an alteration, addition or improvement to the Rental Unit without first obtaining permission from the Landlord, the Tenant shall be solely responsible for returning the Rental Unit to its original condition at the Tenant's own expense and at no cost to the Landlord. The Tenant shall not be reimbursed for any alteration, addition or improvement he/she completed at his/her own expense.
- r) Except where otherwise agreed to in writing by the Parties, all improvements to the Rental Unit will become the property of the Landlord upon the termination of this Agreement.

19. EMERGENCY REPAIRS

- a) **“Emergency Repairs”** are repairs that are urgent and necessary for the health and safety of persons or the preservation or use of the Rental Unit, and are limited to repairs to:
 - i) major leaks in pipes or the roof.
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures.
 - iii) the primary heating system.
 - iv) the electrical system.
 - v) deficiencies to the integrity of the structure; and
 - vi) any other damage that poses an immediate and urgent jeopardy to the Rental Unit or to the health and safety of persons.



- b) The Landlord shall post and maintain in a conspicuous place at the Rental Unit, or give to the Tenant in writing, the name, telephone number and email address of the designated contact person for Emergency Repairs.
- c) If Emergency Repairs are required:
 - i) the Tenant shall contact the designated contact person immediately and without delay.
 - ii) the Tenant will make at least two attempts to contact the designated contact person and shall give the Landlord a reasonable time to complete the Emergency Repairs.
 - iii) if the Landlord does not complete the Emergency Repairs within a reasonable time, the Tenant may undertake the Emergency Repairs, and claim reimbursement from the Landlord upon presentation of a receipt; and
 - iv) the Landlord may take over completion of the Emergency Repairs from the Tenant at any time.

20. LOCKS & FORCED ENTRY

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

21. QUIET ENJOYMENT OF THE RENTAL UNIT

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

22. ABANDONMENT

- a) The Rental Unit is deemed to be abandoned if the Tenant has been absent from the Rental Unit for 30 or more consecutive days without the Landlord’s prior written acknowledgment of the Tenant’s planned absence and the Rent and/or utility payments are unpaid for 30 days or more and the Tenant has not communicated with the Landlord regarding the rental arrears.
- b) Before terminating this Agreement under paragraph c), the Landlord will provide the Tenant with written notice asking them to confirm their residency within 15 days of the notice being issued to the Tenant.
- c) If the Tenant does not confirm their residency in the Rental Unit, the Rental Unit is considered abandoned, this Agreement is terminated, and the Landlord may re-enter the Rental Unit and such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.
- d) If the Tenant leaves any personal property at or in the abandoned Rental Unit, the Tenant will have five days from the date the Rental Unit is deemed abandoned to obtain permission from the Landlord to claim their belongings in the Rental Unit, after which, the Landlord may dispose of the personal property at its sole discretion.
- e) If the Rental Unit is abandoned, the Tenant is liable to the Landlord for:



- i) any costs the Landlord incurs to store and dispose of any of the Tenant’s personal property remaining at or in the Rental Unit and to repair, clean or otherwise bring the Rental Unit into re-rentable condition; and
 - ii) Rent for the month following the date the Rental Unit is deemed abandoned and any outstanding rental arrears.
- f) The Landlord may apply any proceeds of disposition of the Tenant’s personal property to the costs and debts set out in paragraph 22 (e) and may claim for any deficiency outstanding, and recovery of these amounts shall constitute damages recoverable by the Landlord as a consequence of the breach of this Agreement by the Tenant.

23. LIABILITY

- a) The Landlord shall not, in any event whatsoever, be liable or responsible in any way for:
- i) any personal injury or death that may be suffered or sustained by the Tenant, an Authorized Occupant, or any agent or guest or any other person who may be in or at the Rental Unit.
 - ii) any loss or damage or injury to any property, including cars and contents thereof belonging to the Tenant, or to an Authorized Occupant or to any other person while such property is at or in the Rental Unit.
 - iii) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Rental Unit, or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;
 - iv) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring.
 - v) any damage to or loss of any property left at or in the Rental Unit subsequent to the Tenant giving up possession of the Rental Unit whether or not said deliver of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other person; or
 - vi) any damage to or loss of property incurred by the Tenant as a result of an Act of God, including but not limited to the following: severe storm; lightning; flood; earthquake; infestation of vermin; and insects.

24. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

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

25. RESOLUTION OF DISPUTES

- a) If there is a dispute between the Parties with respect to the rights and obligations of the Parties under this Agreement, the terms of this Agreement, or any other matter related to this Agreement, such dispute shall be resolved through the appeal process set out in the Policy.
- b) If the Parties are unable to resolve the dispute through the appeal process in the Housing Policy, the dispute may then be resolved through an independent third-party arbitrator identified and selected by the Landlord. All decisions of the arbitrator shall be final.

26. LEGAL



- a) Nothing in this Agreement constitutes an allocation of land or the issuance of a certificate of possession under Part 7 of the Atikameksheng Anishnawbek Land Code and shall not be construed as evidence of an intention by the Landlord to transfer legal possession of lands set apart for the use and benefit of Atikameksheng Anishnawbek members, in common.
- b) Failure by the Landlord to enforce any provision of this Agreement does not constitute a waiver of that provision and the Landlord is not stopped from enforcing such provision at any time.

27. NOTICE

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

28. GENERAL

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



and supersedes all previous or collateral understandings, representations, undertakings, statements or other agreements.

29. ADDITIONAL TERMS

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

	Initials:	Landlord	Tenant
		<input style="width: 40px; height: 30px;" type="text"/>	<input style="width: 40px; height: 30px;" type="text"/>

30. ACCEPTANCE

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

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

Signed by ATIKAMEKSHENG ANISHNAWBEK)
 LANDLORD AUTHORIZED SIGNATORY at)
 in the province of _____ day of _____)
 20____, in the presence of:)

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

_____))
 Authorized Signatory for the
 Atikameksheng Anishnawbek
 Housing Department

Signed by _____/Tenant)
 at _____ in the province of _____ on)
 this ___ day of _____, 20____,)
 in the presence of _____)

_____))
 Signature of Witness)
 _____))
 Name of Witness)

TENANT

_____))
 Tenant
 (Print name: _____)



Address of Witness)
_____)
Occupation of Witness)

Signed by _____/Subtenant at)
_____ in the province of _____)
this ___ day of _____, 20___, in the presence of)

CO-TENANT

_____)
Signature of Witness)

_____)
Name of Witness)

Co-Tenant
(Print name: _____)

_____)
Address of Witness)

_____)
Occupation of Witness)



**Schedule “A”
MAINTENANCE AND REPAIR RESPONSIBILITIES OF THE LANDLORD &
TENANT**

1. INTRODUCTION

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

2. TENANT RESPONSIBILITIES

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

In addition to any repairs or replacements required under the preceding paragraph, repairs, maintenance and replacements for which the Tenant shall be responsible, unless such work is required due to normal wear and tear on the Rental Unit, include the following in addition to the responsibilities set out in the Maintenance and Repair Schedule (Appendix “K” of the Housing Policy):

a) Exterior & Grounds

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

b) Interior of Building

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



- c) Electrical
 - i) Missing or broken switch and plug plates.
 - ii) Damage to porcelain lamp holders.
 - iii) Damage to interior pull chain light switches.
 - iv) Damage to light fixtures.
- d) Appliances
 - i) Cracked interior walls of fridges.
 - ii) Chipped or cracked porcelain on stove and fridge.
 - iii) Ice trays missing or damaged.
 - iv) Range elements missing.
- e) Plumbing
 - i) Plugged toilet, sink, or sewer line and filters.
 - ii) Stripped water taps, stems and handles.
 - iii) Chipped or cracked porcelain on sink, bathtub or toilet.
 - iv) Damaged toilet seats.
 - v) Broken toilet or sinks (bathroom).
 - vi) Damaged trip levers.
- f) Heating
 - i) Furnace cleaning including chimneys.
 - ii) Clean air filter on furnaces.
 - iii) Thermostats damaged/damage to oil tanks.
 - iv) Clean HRV and filter.

Initials: Landlord Tenant

3. LANDLORD RESPONSIBILITIES

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

Repairs for which the Landlord is responsible include:

- a) Structure
 - i) Cracks in walls and ceilings due to construction.



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

b) Systems

- i) Water leaks – plumbing, roof, and/or walls.
- ii) Dripping taps.
- iii) Broken or rusted out pipes and drains.
- iv) Veneer coming off doors when reported immediately.
- v) Burnt out light switches on stove.
- vi) Major furnace repairs.

Initials: Landlord Tenant



Schedule “B” - Pet Policy Addendum to Rental Agreement

Dated: _____

Tenant Name	First	Middle Initial	Last
Spouse’s Name	First	Middle Initial	Last
Rental Unit		Phone Number	
Mailing Address			
City/Province		Postal Code	

1. The Landlord, Atikameksheng Anishnawbek, agrees that the Tenant, _____, may keep the following pets at the Rental Unit located at _____ [address of Rental Unit]:

Pet Name	Breed	Colour	Age	M/F	Neut/Spay? ✓

(collectively, the “Pet(s)”).

- The Tenant shall not keep any pet at the Rental Unit or on the land upon which the Rental Unit is located except as specified in paragraph 1 of this Addendum to the Rental Agreement. If the Tenant wants another pet after moving in, the Tenant must obtain the Landlord’s prior written consent.
- The Tenant has read, understands, and agrees to abide by the Atikameksheng Anishnawbek Housing Policy, the Atikameksheng Anishnawbek Animal Control Bylaw and any applicable Atikameksheng Anishnawbek laws and policies.
- The Tenant has provided references regarding the pets satisfactory to the Landlord.
- The Tenant has provided the Landlord with information for each authorized pet, including contact details for veterinarians and names of people who will care for the pet in an emergency.
- The Tenant acknowledges that he/she is responsible for the health and welfare of the Pet(s).



7. The Landlord will report the Tenant to the Ontario Society for the Prevention and Cruelty to Animals (“OSPCA”) or another applicable body, if there are reasonable grounds to believe the Tenant has neglected or abandoned the Pet(s).
8. If there is reasonable cause to believe an emergency exists with respect to the pet(s) and the Landlord is unable to contact the Tenant, the Landlord may contact and assist the local animal control authority or the OSPCA in entering the Rental Unit.
9. The Tenant shall not leave the Pet(s) unattended in the Rental Unit for long periods of time without making reasonable arrangements for the care of the Pet(s).
10. The Tenant shall ensure the Pet(s) are sufficiently fed, watered, and cared for.
11. The Tenant shall ensure that the Pet(s) will not cause damage to the Rental Unit and shall keep the Rental Unit clean and free from parasites, including by regularly treating the Pet(s) for fleas and worms (if appropriate).
12. The Tenant shall ensure that the Pet(s) will be fully vaccinated (including against rabies).
13. The Tenant shall ensure that the Pet(s) does not disturb or cause a nuisance to others, which includes, without limitation, preventing excessive noise or damage to other people’s property.
14. The Tenant shall keep the Pet(s) under control and, with respect to dogs, on a leash in all public places, including common areas and walkways.
15. The Tenant shall ensure that the Pet(s) do not run at large on Atikameksheng Anishnawbek Lands.
16. The Tenant shall clean up after the Pet(s).
17. The Tenant shall not leave animal waste inside their properties, unless the animal is a caged pet or trained to use a litter box. Litter boxes must be cleaned regularly, and the waste put in the garbage.
18. The Tenant shall not keep any Pet(s) for the purposes of breeding or selling.
19. The Tenant will be solely responsible for any damage caused by the Pet(s) to the Rental Unit and grounds.
20. At the end of the tenancy, the Tenant will pay for the costs of any repairs or cleaning required to restore the Rental Unit and grounds to rentable condition as required under the Rental Agreement, including professional carpet cleaning, whether such repairs or cleaning are conducted by the Tenant or the Landlord.
21. Upon execution of this Addendum to the Rental Agreement, the Tenant will pay to the Landlord a pet damage deposit in the amount of \$_____ which is one-half Rent as set out in the Housing Policy to be held by the Landlord against proper performance of the Tenant’s covenants under this Addendum to the Rental Agreement (the “Pet Damage Deposit”).
22. The Landlord acknowledges receipt from the Tenant of \$_____ as the Pet Damage Deposit on _____, 20__.

Initials: Landlord Tenant



23. The Landlord will reimburse the Pet Damage Deposit plus accrued interest, to the Tenant within 15 days of the Tenant vacating the Rental Unit, unless the Tenant does not leave the Rental Unit in rentable condition, or if there is damage exceeding that caused by normal wear and tear, in which case, the Landlord is entitled to use the Pet Damage Deposit to pay for the cost of any repairs of damage to the Rental Unit caused by the Pet(s) or any additional cleaning as may be required to bring the Rental Unit into re-rentable condition. Any portion of the Pet Damage Deposit remaining after the Landlord has used it in accordance with the Rental Agreement will be reimbursed to the Tenant. The Tenant is liable to reimburse the Landlord for any costs incurred by the Landlord to restore the Rental Unit to re-rentable condition as a result of damage caused by the Pet(s) that are not covered by the Pet Damage Deposit.

I _____ (Print name) agree that I will abide by the above terms, and I affirm the above information is a true and correct record of the pets as of this date.

SIGNED: _____

Tenant/Member(s)

Date

SIGNED: _____

Housing Manager

Date



APPENDIX D – RENT-TO-OWN AGREEMENT

Rent-to-Own Agreement

This Rent-to-Own Tenancy Agreement is made on _____, 20__.

BETWEEN: Atikameksheng Anishnawbek

(the “**Landlord**”)

AND:

(the “**Tenant**”)

Being collectively the parties (the “**Parties**”) to this Agreement.

WHEREAS:

A. The Landlord holds the right of possession to the house and lot identified as:

Address:

Lot #: House #: Type of Dwelling: # of BR:

(the “**Rent-to-Own Home**”).

B. The Landlord has a mortgage for the Rent-to-Own Home through the Canada Housing and Mortgage and Housing Corporation Section 95 social housing program in the amount of \$_____

(the “**Mortgage**”).

C. The Mortgage commenced on _____[date] and is amortized over 25 years with a discharge date of _____[date] (the “**Mortgage Discharge Date**”).

D. The current balance of the Mortgage, as of the date of execution of this Agreement, is \$_____ and there are _____ years remaining before the Mortgage Discharge Date.



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

1. APPLICATION OF THE ATIKAMEKSHENG ANISHNAWBEK HOUSING POLICY

- a) The Landlord administers its rental housing program pursuant to the Atikameksheng Anishnawbek Housing Policy (the “**Housing Policy**”), which applies to and forms part of this Agreement. By signing this Agreement, the Tenant acknowledges that he or she has read and understood the Housing Policy and agrees to be bound by both the terms of this Agreement and the Housing Policy, as amended from time to time.
- b) Unless explicitly provided in this Agreement, in the event of any inconsistency between this Agreement and the Housing Policy, this Agreement prevails.

2. TENANT INFORMATION

Primary Tenant

Name:

Mailing

Address:

Phone#1:

Phone#2:

Email:

Membership#:

Co-Tenant (if applicable)

Name:

Mailing

Address:

Phone#1:

Phone#2:

Email

Address:

- Membership

No.:

3. AGREEMENT TO RENT WITH OPTION TO PURCHASE

- a) The Landlord agrees to rent the Rent-to-Own Home to the Tenant for use and occupation as a residential dwelling on the terms and conditions set out in this Agreement, and the Tenant agrees to rent the Rent-to-Own Home and pay the Rent (as defined in paragraph 7(a) of this Agreement) to the Landlord in accordance with these terms.
- b) The Landlord grants to the Tenant the option to purchase the Rent-to-Own Home (the “**Option**”). The Landlord will not attempt the sale of the Rent-to-Own Home to any other party during the term of this Agreement.



- c) The total purchase price for the Rent-to-Own Home is \$_____, being equivalent to the total Mortgage amount held by the Landlord, plus interest, plus services and minus the CMHC subsidy (the “Purchase Price”).
- d) For each month that the Tenant pays Rent in accordance with this Agreement, the full amount of the Rent will be applied to the Purchase Price.
- e) If the Tenant pays the Rent regularly in accordance with this Agreement and without assistance from the Landlord, the Purchase Price will be deemed to have been paid in full and the Tenant will become eligible to exercise the Option as follows:

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

- f) Notwithstanding paragraph e), the Landlord will provide the Tenant with six months’ notice before the five-year renewal of the Mortgage and will offer the Tenant an opportunity to exercise the Option at the five-year renewal if:
 - i) the Mortgage lender permits an early buy-out.
 - ii) the Tenant is in compliance with this Agreement; and
 - iii) the Tenant agrees to pay all fees, interest and penalties required to pay the Mortgage early.
- g) In the event the Tenant wants to buy the Rental Unit in full prior to the Option to Own being eligible for exercising as set out above, the Tenant may discuss the buyout options with the Housing Department. The option for early buy-out is dependent on many factors, some outside of the control of the Landlord, but the Landlord will make best efforts to accommodate an early buy-out. In the event an early buy-out is possible, the Tenant is responsible for all applicable legal fees, other administrative and lender fees and interest.
- h) If the Tenant becomes eligible to exercise the Option in accordance with the timeline table above and the Landlord confirms the Mortgage has been discharged and all financial obligations imposed in this Agreement have been complied with, the Landlord will deliver to the Tenant a written notice advising that the Tenant may exercise the Option. The Option will begin at _____ AM/PM on the date not less than two days after the Tenant receives the Landlord’s notice of discharge and expire at _____ AM/PM _____ days thereafter.
- i) To exercise the Option, the Tenant must deliver to the Landlord a written notice of exercise of option before the Option expires with a copy of the Tenant’s statement from the Atikameksheng Anishnawbek Finance Department showing a zero balance.



- j) Upon receipt of the Tenant’s written notice of exercise of option, the Landlord will (i) transfer legal ownership of the Rent-to-Own Home to the Tenant for residential purposes and (ii) grant the Tenant a certificate of possession for the applicable parcel of Atikameksheng Anishnawbek reserve land if the Tenant:
- i) has complied with all the terms and conditions of this Agreement and the Housing Policy.
 - ii) has paid to the Landlord sufficient Rent to satisfy the Purchase Price without assistance from the Landlord.
 - iii) has no outstanding debts or arrears owing to the Landlord.
 - iv) understands and agrees to assume all the rights and responsibilities of homeownership including, but not limited to, maintenance, repairs and carrying insurance; and
 - v) agrees to and signs a Residential House Purchase Agreement and Acknowledgment of Certificate of Possession (Appendix “U”).
- k) If this Agreement ends or is terminated by either Party before the Tenant becomes eligible to exercise the Option, the Option is likewise terminated, and the Tenant is not entitled to be reimbursed any of the Rent paid to the Landlord or to be compensated in any way for such equity in the Rent-to-Own Home as the paid Rent may otherwise represent.
- l) Subject to paragraph m), if the Tenant has complied with the minimum Rent payment requirements specified in the table at paragraph e) but the Tenant is not eligible to exercise the Option to Own due to arrears or other debts owing to Atikameksheng Anishnawbek, the Tenant must continue to pay Rent at the rental rate offered for similar sized rental units rented by the Landlord and must otherwise comply with the terms of this Rent-to-Own Agreement until the Tenant exercises the Option to Own or this Rent-to-Own Agreement is terminated in accordance with its terms.
- m) The Housing Department will allocate 50% of the Rent collected from the Tenant in a situation described at paragraph l)) to pay down the Tenant’s arrears and other debt owing to Atikameksheng Anishnawbek.
- n) If the Tenant does not wish to exercise the Option to Own as set out in this Rent-to-Own Agreement, the Landlord and the Tenant will discuss options to move the Tenant to another rental unit.
- o) If this Rent-to-Own Agreement ends or is terminated by either Party before the Tenant is eligible to exercise the Option to Own, the Option to Own is likewise terminated and the Tenant is not entitled to be reimbursed any of the Rent paid to Atikameksheng Anishnawbek or to be compensated in any way for such equity in the Rental Unit as the paid Rent may otherwise represent.



4. CHANGES TO THIS AGREEMENT

- a) The Landlord may make changes to this Agreement from time to time and, subject to paragraph 4(b), any change or addition to this Agreement must be agreed to in writing by the Parties and appended to this Agreement.
- b) Despite paragraph 4(a), the Landlord may amend or alter this Agreement at its sole discretion and without the Tenant’s agreement or consent as it applies to the following:
 - i) an increase to Rent if the increase is done in accordance with sections 7(e) and (f);
 - ii) a withdrawal of, or a restriction on, a service in accordance with section 7(i); or
 - iii) any change required by order of a lawful decision-making body such as the Atikameksheng Anishnawbek Appeals and Redress Committee, an administrative tribunal or a court.

5. AUTHORIZED OCCUPANTS

- a) Only the following persons are authorized to occupy the Rent-to-Own Home on a permanent basis (residence for a period of 30 or more days):

Name	member #	Birth Date	Sex

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

- g) The Rent-to-Own Home must not have more than _____ Authorized Occupants.



- h) The Landlord must not unreasonably prevent the Tenant from having guests in the Rent-to-Own Home.
- i) The Tenant may permit visitors to stay at the Rent-to-Own Home for up to 30 days, whether consecutive or not, within a 12-month period. The Landlord may agree to an extension in accordance with the Housing Policy.
- j) The Tenant may request in writing the Landlord's consent to amend the list of Authorized Occupants to add or remove persons from the list. If the Landlord agrees, such consent shall be given in writing and appended to this Agreement, along with the amended list of Authorized Occupants.
- k) The Tenant is responsible for the actions of all Authorized Occupants and guests. If the Tenant allows persons who are not Authorized Occupants to occupy the Rent-to-Own Home on a permanent basis without the Landlord's prior written consent, then the Tenant will be in default under this Agreement and may be evicted for cause.

6. TERM AND TERMINATION

- a) The Tenant's right to occupy the Rent-to-Own Home starts on the ____ day of _____, 20____, and expires on the 31st of March immediately following that date (the "**Term**").
- b) If the Tenant is in compliance with the terms and conditions of this Agreement and the Housing Policy at the end of the Term, this Agreement will automatically be renewed for a period of up to one year (the "Subsequent Term"), and at the end of each Subsequent Term thereafter.
- c) The Parties may mutually agree in writing to terminate this Agreement at any time during the Term or Subsequent Term, and such agreement will specify the date on which the Tenant will vacate the Rent-to-Own Home.
- d) The Landlord may terminate this Agreement for cause at any time in accordance with Section 13 (Eviction) of this Agreement.
- e) The Tenant may terminate this Agreement at any time by providing 30 days written notice to the Landlord (hand delivery or registered mail, which must be posted at least five days before the 30-day notice period) and is responsible for payment of any Rent coming due within the 30-day period. Such written notice must:
 - iv) include the address of the Rent-to-Own Home.
 - v) include the date of termination; and
 - vi) be signed and dated by the Tenant.
- f) The Tenant acknowledges and agrees that once notice of termination has been given by either Party to the other, the Landlord may enter the Rent-to-Own Home to show the Rent-to-Own Home to prospective Tenants upon 24 hours written notice to the Tenant. The Tenant shall be liable for any damages the Landlord may experience, including but



not limited to lost rent, for any interference or obstruction by or on behalf of the Tenant with the Landlord’s efforts to enter the Rent-to-Own Home for this purpose.

- g) If the Tenant moves out of the Rent-to-Own Home without providing 30 days’ notice as required under this Agreement, he or she shall be responsible for paying the Rent for the following month.

7. RENT

- a) The Tenant agrees to pay rent in the amount of \$_____ to the Landlord on or before the 1st day of each month (the “Rent”). This paragraph is subject to any Rent increases given in accordance with this Agreement, the Housing Policy and the relevant CMHC Operating Agreement.
- b) The Tenant must pay the first month’s Rent to the Landlord prior to moving into the Rent-to-Own Home.
- c) If the Term begins on a day that is other than the first day of a month, then the Tenant must pay to the Landlord a pro-rated Rent of \$_____ prior to moving into the Rent-to-Own Home to cover the period beginning on the _____ of _____ and ending on the last day of such month.
- d) The Landlord will accept payment by cash, certified cheque, money order or bank draft. Payment is to be made at the Atikameksheng Anishnawbek Finance Department.
- e) The Landlord may review the Rent each year on the anniversary date of this Agreement and may increase the Rent in accordance with the CMHC operating budget.
- f) The Landlord must give the Tenant at least three months written notice before the date any Rent increase is to become effective.
- g) Where there is more than one Tenant under this Agreement, each Tenant is jointly and severally liable for the full amount of the Rent.
- h) The services marked/checked in the left-hand column of the following table are provided free of charge. The equipment marked/checked in the right-hand column of the table are included in the Rent (mark/check all that apply):

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



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- i) Despite the services listed in the left-hand column of the table at paragraph being provided free of charge, the Landlord may at any time and in its sole discretion, require the Tenant to pay the fees and costs associated with the services upon providing reasonable written notice of such change.
- j) The Rent does not include electricity, heat/fuel, cable/internet or telephone. The Tenant is solely responsible for arranging and paying for any and all equipment and services not included in the Rent.
- k) If the Tenant receives regular payments of wages or honoraria from the Landlord’s payroll, or is otherwise on the Landlord’s payroll, then the Tenant (circle one) does / does not agree that the Landlord may deduct the Rent from the Tenant’s wage or honorarium cheques.

Initials: Landlord Tenant

8. SECURITY DEPOSIT

- a) Upon execution of this Agreement, the Tenant will pay to the Landlord a security deposit equivalent to one month’s Rent to be held by the Landlord against proper performance of the Tenant’s covenants under this Agreement (the “**Security Deposit**”).
- b) The Landlord acknowledges receipt from the Tenant of \$_____ as the Security Deposit on _____, 20__.

Initials: Landlord Tenant

- c) The Security Deposit, plus accrued interest, will be reimbursed to the Tenant within 30 days of the Tenant vacating the Rent-to-Own Home, unless the Tenant:
 - i) exercises the Option, as set out in paragraph 3b) , in which case, the Security Deposit will be credited toward the Purchase Price; or
 - ii) does not leave the Rent-to-Own Home in the condition as required under Section 15 (Vacating the Rent-to-Own Home) of this Agreement.
- d) If the Tenant does not exercise the Option, the Landlord is entitled to use the Security Deposit to pay for the cost of repairing any damage to the Rent-to-Own Home not caused by normal wear and tear.



- e) Any portion of the Security Deposit remaining after the Landlord has used the Security Deposit in accordance with paragraphs 8(d) will be reimbursed to the Tenant.

9. FAILURE TO PAY RENT/RENTAL ARREARS

- a) The Tenant must pay the Rent on time. Rent is late and in arrears if the full amount is not paid on or before the day it is due.
- b) If the Tenant fails to pay the Rent on time, the Landlord will send the Tenant a first notice seven days after the date the Rent came due. The Tenant must immediately pay the rental arrears in full. It is also possible for the Tenant to request the Landlord allow an agreement that imposes a repayment schedule on the Tenant for the full rent arrears amount (“Arrears Agreement”) at this stage.
- c) If no payment has been received or no Arrears Agreement is made within 20 days after the date the Rent came due, a second notice will be delivered along with a scheduled time for a meeting between the Tenant and the Landlord to discuss the situation and to make arrangements for the repayment of the rental arrears by entering into an Arrears Agreement.
- d) If no payment has been received or no Arrears Agreement has been entered into within 30 days after the date the Rent came due, a final notice will be delivered to the Tenant advising the Tenant that they have five days to make full payment of the arrears plus the current month’s Rent or enter into an Arrears Agreement.
- e) An eviction notice will be delivered to the Tenant and the Tenant will have 10 days to vacate the Rent-to-Own Home if:
 - i) five days after the date of the final notice, no payment has been made, or
 - ii) the Tenant has failed to enter into and/or comply with the terms of an Arrears Agreement.
- f) In addition to the preceding paragraphs, if the Tenant is persistently late paying Rent, as determined in the Housing Policy (i.e. being late paying Rent five times in a 12-month period), an eviction notice shall be delivered to the Tenant and the Tenant will have 10 days to vacate the rental unit.

10. USE OF THE RENT-TO-OWN HOME

- a) Subject to this Agreement, the Tenant must not use, or permit others to use, the Rent-to-Own Home for any purpose other than as a residential dwelling.
- b) The Tenant must not operate, or permit others to operate, a home-based business from the Rent-to-Own Home without the prior written permission of the Landlord.
- c) The Tenant must not make any alterations to the Rent-to-Own Home, or to the use and occupation of the Rent-to-Own Home, without the prior written permission of the Landlord.

11. PETS



- a) Pets are not permitted inside or outside the Rent-to-Own Home without the prior written approval of the Landlord, which approval shall be in the form of a pet policy addendum (schedule “B” to this Rent-to-Own Agreement), signed by the Landlord and Tenant and appended to this Agreement and the payment of a pet deposit as described in the pet policy addendum.
- b) The Tenant shall comply with Atikameksheng Anishnawbek Animal Control Bylaw at all times.
- c) The Tenant shall meet his/her obligations for care of the Rent-to-Own Home and property as outlined in this Agreement, the Housing Policy and the pet policy addendum to this Agreement.
- d) The Tenant will be solely responsible for any damage to the Rent-to-Own Home that is caused by his/her pet(s).

12. SUBLEASE OR TRANSFER

- a) The Tenant is not entitled to sublease the Rent-to-Own Home.
- b) The Tenant is not authorized to transfer this Rent-to-Own Agreement.

13. EVICTION

- a) If the Tenant fails to perform or observe any of his or her covenants in this Agreement or in the Housing Policy, or otherwise breaches the terms of this Agreement or the Housing Policy, the Landlord may terminate this Agreement for cause and issue an eviction notice, and thereupon the tenancy and the Tenant’s rights under this Agreement will cease absolutely, without right of re-entry, and the Landlord or its agent may re-enter the Rent-to-Own Home or any part of it, and thereafter have, possess and enjoy it as if this Agreement had not been made.

10-day eviction

- b) Without limiting the generality of the preceding paragraph 13(a), the Landlord may, at its sole discretion, issue an eviction notice requiring the Tenant vacate the Rent-to-Own Home within 10-days of the notice being issued and terminate the tenancy if one or more of the following applies:
 - i) the Tenant fails to pay Rent in accordance with paragraphs 9e) or f)
 - ii) the Tenant fails to comply with an Arrears Recovery Agreement.
 - iii) the Tenant fails to resolve any of the following breaches within the time provided in and in accordance with a notice of breach issued in accordance with the Housing Policy:
 - a. contravening section 10 of this Rent-to-Own Agreement related to use of the Rent-to-Own Home, except in instances where the use of the Rent-to-Own Home qualifies for a 48-hour eviction notice as described below,
 - b. damage to the Rent-to-Own Home that is caused by the Tenant, or any Authorized Occupant or guest,



- c. failing to maintain or repair the Rent-to-Own Home as required, including failing to ensure Rent-to-Own Home is monitored over the course of an authorized absence in accordance with the Housing Policy.
 - d. interference with the Landlord’s efforts to perform its maintenance/repair responsibilities in respect of the Rent-to-Own Home.
 - e. conditions that are unsanitary, unsafe or likely to cause a nuisance at or around the Rent-to-Own Home.
 - f. smoking a tobacco cigarette, or, except if the Landlord has granted a written exemption from this rule based on the Tenant’s disability in accordance with the Housing Policy, smoking cannabis in the Rent-to-Own Home,
 - g. cultivating cannabis in the Rent-to-Own Home (despite any authorization in a law enacted by the Landlord or in any other applicable law); the moisture and odour associated with growing cannabis indoors is a risk to the Rent-to-Own Home and may cause a nuisance to neighbours),
 - h. leaving garbage, junk cars and scrap material at or around the Rent-to-Own Home.
 - i. refusal to participate in a validly scheduled Rent-to-Own Home inspection for which the Tenant is required to attend in accordance with the Housing Policy.
 - j. failure to comply with any of the Landlord’s applicable bylaws or policies.
 - k. people other than the Authorized Occupants residing in the rental unit for more than 30 days in any 12-month period, whether consecutive or not unless authorized by the Landlord; and
 - l. subletting the Rent-to-Own Home or an unauthorized transfer of the Rent-to-Own Home.
- iv) the Tenant fails to comply with a second notice of breach in relation to repeatedly causing a nuisance or disturbance.

48-hour eviction notice

- c) Without limiting the generality of the preceding paragraph 13(a), the Landlord may, at its sole discretion, issue an eviction notice requiring the tenant vacate the rental unit within 48-hours of the notice being issued and terminate the tenancy if one or more of the following applies:
- i) the Landlord determines that the Tenant made false declarations on his or her housing application and was allocated the Rent-to-Own Home as a result of the false declarations.
 - ii) a person occupies a Rent-to-Own Home without the Landlord’s permission in the form of a valid and subsisting Rent-to-Own Agreement.
 - iii) the Landlord reasonably believes the Tenant produces, grows, sells or consumes, or permits others to produce, grow, sell or consume, drugs with the exception of cannabis (cultivating cannabis in the Rental Unit is a breach of this Rental Agreement that is addressed at section 13b)iii) of this Agreement);
 - iv) without limiting paragraph iii), the Tenant is convicted of trafficking narcotics.



- v) the Tenant, an Authorized Occupant and/or guest has caused willful and/or extraordinary damage to the Rent-to-Own Home and/or the Landlord's property within the Rent-to-Own Home (over \$3,000).
 - vi) the Tenant fails to comply with a payment arrangement with the Landlord regarding major repairs that are required due to damage caused or permitted to occur by the willful or negligent conduct of the Tenant, Authorized Occupant or a guest.
 - vii) the Tenant ceases to be an Atikameksheng Anishnawbek member.
 - viii) the Tenant, Authorized Occupant, or guest tampers with or removes smoke or carbon monoxide detectors or alarms, fire extinguishers or sprinkler systems; or
 - ix) the Tenant has abandoned the Rent-to-Own Home.
- d) Upon vacating the Rent-to-Own Home in accordance with the eviction notice, Tenant must leave the Rent-to-Own Home in the condition required under paragraph 15(b) of this Agreement.

14. CONDITION INSPECTIONS

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



15. VACATING THE RENT-TO-OWN HOME

- a) The Tenant must deliver up vacant possession of the Rent-to-Own Home to the Landlord on or before 1:00 p.m. of the day the tenancy and this Agreement are deemed to end (the “**Termination Date**”). Vacant possession means removing all persons and personal possessions from the Rent-to-Own Home and the premises and returning all keys and access devices to the Landlord.
- b) On or before the Termination Date, the Tenant must leave the Rent-to-Own Home in a clean, undamaged condition to facilitate immediate re-rental. Re-rentable condition means:
 - i) floors and walls are cleaned and washed.
 - ii) carpets vacuumed and cleaned; all stains shampooed out.
 - iii) all electric light bulbs functioning and in place.
 - iv) all light fixtures whole and undamaged.
 - v) refrigerator and/or freezer cleaned of all food and stains and defrosted.
 - vi) range cleaned and free of all grease/debris inside and out, all fuses in working order.
 - vii) all surfaces cleaned and all storage fixtures (cabinets, closets, etc.) empty and clean.
 - viii) all garbage removed from Rent-to-Own Home.
 - ix) washer and dryer cleaned inside and out; and
 - x) all debris cleaned out from under or behind any appliances.
- c) The Tenant is liable for any expense or loss incurred by the Landlord due to the failure of the Tenant to vacate the Rent-to-Own Home promptly and as required, or to leave it in an immediately re-rentable condition.

16. LIFE INSURANCE AND WILL

- a) The Tenant may obtain and maintain a life insurance policy at his/her own expense in an amount sufficient to pay out the Mortgage and name the Landlord as the irrevocable beneficiary (the “**Life Insurance Policy**”).
- b) If the Tenant secures a Life Insurance Policy, the Tenant may prepare a last will and testament (the “**Will**”) directing that if the Tenant dies during the Term of this Agreement:
 - i) the Landlord will use the proceeds from the Life Insurance Policy to pay out the Mortgage and all applicable penalties, fees and debts associated with the Rent-to-Own Home; the Landlord will pay any amount remaining after the Mortgage has been paid out to the Tenant’s estate; and
 - ii) legal possession of the Rent-to-Own Home will be transferred to an eligible Atikameksheng Anishnawbek member beneficiary directed in the Will and confirmed in writing by the Tenant’s estate if the beneficiary is also entitled to hold a certificate of possession in Atikameksheng Anishnawbek reserve land.
- c) If the Tenant maintains the Life Insurance Policy but their named beneficiary to receive the Rent-to-Own Home is not eligible to hold a certificate of possession in Atikameksheng Anishnawbek reserve land, the Landlord is authorized to transfer the



Rent-to-Own Home to an eligible Atikameksheng Anishnawbek member identified in writing by the Tenant's estate in accordance with the *Indian Act* estates provisions.

- d) The Tenant will provide copies of the Life Insurance Policy and the Will to the Landlord.
- e) It will not be a breach of this Agreement if the Tenant fails, refuses or is ineligible to obtain and maintain the Life Insurance Policy or fails or refuses to prepare a Will; however in such circumstances, if the Tenant dies during the Term of this Agreement, the Landlord may assign the Rent-to-Own Home to the Tenant's next of kin or re-allocate the Rent-to-Own Home to a new Tenant in accordance with the priority rules for intestacy set out in the Housing Policy and all obligations in respect of the Mortgage will be transferred to the new Tenant.

17. INSURANCE AND INDEMNITY

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

18. MAINTENANCE

Landlord Responsibilities

- a) The Landlord will perform and/or bear the cost of repairs that are deemed to be the Landlord's responsibility under the terms of this Agreement and as detailed in Schedule "A" to this Agreement.
- b) The Landlord is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rent-to-Own Home, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- c) With the exception of damage caused by the Tenant, Authorized Occupants or guests in contravention of this Agreement or the Housing Policy and subject to funding availability,



the Landlord is responsible for the following major repairs and replacements when a repairs or replacement is required due to normal wear and tear of the Rent-to-Own Home:

- i) roof repairs.
- ii) plumbing repairs.
- iii) hot water tank replacement.
- iv) electrical system repairs.
- v) major structural repairs.
- vi) electrical fixture replacement.
- vii) repairing or replacing appliances owned by the Landlord.
- viii) replacing broken windows and screens.
- ix) repairing and replacing floors, doors and cupboards.
- x) repairing or replacing locks.
- xi) repairing driveways.
- xii) repair of damage or vandalism that has been reported to the Landlord by the Tenant within 72 hours/days of its occurrence, which is not attributed to the negligence or willful act of the Tenant, another Authorized Occupant, or guest of the Tenant, as determined by the Landlord, acting reasonably. The Tenant must immediately report any damage to water, heating or electrical systems, or damage that otherwise constitutes an emergency (within 24 hours).
- xiii) any other major repairs or replacements deemed reasonable by the Landlord.

(collectively, the “**Landlord Repairs**”)

- d) The Tenant must provide the Landlord with written notice of any Landlord Repairs that may be required, and the Landlord will have a reasonable period of time to perform the Landlord Repairs.
- e) The Tenant must ensure that any area where the Landlord is to perform Landlord Repairs is safe and free of clutter, waste and/or other hazards that could render the performance of the Landlord Repairs hazardous.

Tenant Responsibilities

- a) The Tenant must carry out and/or bear the cost of repairs that are deemed to be the Tenant’s responsibility under the terms of this Agreement and as detailed in Schedule “A” to this Agreement.
- b) The Tenant is responsible for general maintenance, cleaning, decorative repairs, and minor day-to-day repairs and replacements and is solely responsible for the carrying out and/or bearing the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- c) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within a reasonable time, the Landlord may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this Agreement.
- d) The Tenant must keep the grounds surrounding the Rent-to-Own Home clean, the grass cut and free of refuse, animal waste, uninsured and/or inoperable vehicles or vessels,



vehicle parts, equipment, appliances, and debris such as building materials. If the Landlord has to remove any of these items or do yard clean up, then the Tenant will be invoiced the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this Agreement.

- e) The Tenant is not responsible for replacements or repairing damage that is caused by normal wear and tear. For greater clarity, normal wear and tear is unavoidable deterioration to the Rent-to-Own Home and its fixtures that naturally and inevitably occurs as a result of normal use or aging and includes some matting of carpeting, a few nail holes, and some fading or yellowing of paint, but does not include stains or burns on the carpet, broken windows, broken or missing blinds or window coverings, gouges in the doors or walls, infestations caused by animals or negligence, scratches caused by animals on molding or doors, or damage caused by the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- f) The Tenant must report all damage to the Rent-to-Own Home to the Landlord within 3 days, or immediately (i.e. within 24 hours) if the damage is in relation to an accident, break or defect in water, heating or electrical systems, or is otherwise of a nature sufficient to constitute an emergency.
- g) The Tenant is responsible for all costs, including applicable insurance deductibles, associated with repairs to the Rent-to-Own Home and/or replacement of any fixtures and/or appliances, where the damage has been caused or permitted to occur from the wilful or negligent conduct of the Tenant, an Authorized Occupant or a guest.
- h) The Landlord may require the Tenant to undertake reasonable repair or maintenance on the Rent-to-Own Home by written notice within a specified time where the repair or maintenance is the responsibility of the Tenant under this Agreement.
- i) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within the time specified in the notice given under the preceding paragraph 18(h), the Landlord may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this Agreement.
- j) The Landlord may charge any amounts owing for invoices given to the Tenant under this section as additional Rent (“Additional Rent”) and any such Additional Rent will be payable as Rent in accordance with Section 7 (Rent) of this Agreement.
- k) The Tenant must receive written permission from the Landlord prior to making any major repairs, alterations, additions or improvements to the Rent-to-Own Home and, where applicable, is responsible for obtaining any permits or licenses required under any Atikameksheng Anishnawbek policy or law.
- l) If the Tenant makes an alteration, addition or improvement to the Rent-to-Own Home without first obtaining permission from the Landlord, the Tenant is solely responsible for returning the Rent-to-Own Home to its original condition at the Tenant’s own expense and at no cost to the Landlord. The Tenant will not be reimbursed for any alteration, addition or improvement he/she completed at his/her own expense.



- m) Except where otherwise agreed to in writing by the Parties, all improvements to the Rent-to-Own Home will become the property of the Landlord upon the termination of this Agreement.

19. EMERGENCY REPAIRS

- a) **“Emergency Repairs”** are repairs that are urgent and necessary for the health and safety of persons or the preservation or use of the Rent-to-Own Home, and are limited to repairs to:
 - i) major leaks in pipes or the roof.
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures.
 - iii) the primary heating system.
 - iv) the electrical system.
 - v) deficiencies to the integrity of the structure; and
 - vi) any other damage that poses an immediate and urgent jeopardy to the Rent-to-Own Home or to the health and safety of persons.
- b) The Landlord must post and maintain in a conspicuous place at the Rent-to-Own Home, or give to the Tenant in writing, the name, telephone number and email address of the designated contact person for Emergency Repairs.
- c) If Emergency Repairs are required:
 - i) the Tenant must contact the designated contact person immediately and without delay (within 24 hours).
 - ii) the Tenant must make at least two attempts to contact the designated contact person and must give the Landlord a reasonable time to complete the Emergency Repairs.
 - iii) if the Landlord does not complete the Emergency Repairs within a reasonable time, the Tenant may undertake the Emergency Repairs, and claim reimbursement from the Landlord upon presentation of a receipt; and
 - iv) the Landlord may take over completion of the Emergency Repairs from the Tenant at any time.

20. LOCKS & FORCED ENTRY

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

21. QUIET ENJOYMENT OF THE RENT-TO-OWN HOME

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

22. ABANDONMENT



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

23. LIABILITY

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



from any part of the Rent-to-Own Home, or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;

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

24. LANDLORD TO GIVE RENT-TO-OWN AGREEMENT TO TENANT

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

25. RESOLUTION OF DISPUTES

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

26. LEGAL

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

27. NOTICE

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



- iii) leaving a copy with an adult who apparently resides with the Tenant.
- iv) leaving a copy in a mailbox or mail slot for the address at the Rent-to-Own Home.
- v) attaching a copy to a door or other conspicuous place on the Rent-to-Own Home;
or
- vi) transmitting a copy to a fax number or email address provided by the Tenant.
- c) Notice to the Landlord may be given by:
 - i) hand delivery to the Landlord’s Housing Manager or the Housing Department receptionist.
 - ii) ordinary or registered mail to the Landlord’s Housing Department.
 - iii) leaving a copy at the Landlord’s Housing Department in such place as may be designated by the Landlord for such delivery.
 - iv) attaching a copy to the front door of the Landlord’s Housing Department; or
 - v) transmitting a copy to the Landlord’s Housing Department’s fax number or email address.

28. GENERAL

- e) Time is of the essence in this Agreement.
- f) All payments to the Landlord under this Agreement will be provided to _____ and will be made by cash, cheque, bank draft, or money order or made payable to _____.
- g) Reference to a Party will be read as if all required changes in the singular and plural and all grammatical changes rendered necessary by gender had been made.
- h) Any reference in this Agreement to a section will mean a section of this Agreement unless otherwise expressly provided.
- i) This Agreement, the Schedules to this Agreement, and the Housing Policy, constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all previous or collateral understandings, representations, undertakings, statements or other agreements.

29. ADDITIONAL TERMS

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



30. ACCEPTANCE

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

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

Signed by the Landlord’s _____) LANDLORD

AUTHORIZED SIGNATORY at _____)

in the province of, _____ this __ day of _____,)

20____, in the presence of: _____)

)

)

)

_____)

Signature of Witness _____)
Atikameksheng Anishnawbek

Authorized Signatory of

_____)

Name of Witness _____)

_____)

Address of Witness _____)

_____)

Occupation of Witness _____)

Signed by _____/Tenant at) TENANT

_____ in the province of _____)

this __ day of _____, 20____, in the presence of: _____)



_____)

_____)

_____)

Signature of Witness)

_____)

Name of Witness)

_____)

_____)

Address of Witness)

_____)

Occupation of Witness)

Tenant

(Print name: _____)

Signed by _____/Co-Tenant at) CO-TENANT

_____ in the province of _____)

this ___ day of _____, 20___, in the presence of:)

_____)

_____)

Signature of Witness)

_____)

Name of Witness)

_____)

_____)

Address of Witness)

_____)

Occupation of Witness

Co-Tenant

(Print name: _____)





Schedule “A”

MAINTENANCE AND REPAIR RESPONSIBILITIES OF THE LANDLORD & TENANT

1. INTRODUCTION

This Schedule A is a more detailed description of the Parties’ responsibilities for the maintenance and repair of the Rent-to-Own Home covered by the Rent-to-Own Agreement.

2. TENANT RESPONSIBILITIES

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

In addition to any repairs or replacements required under the preceding paragraph, repairs, maintenance and replacements for which the Tenant shall be responsible, unless such work is required due to normal wear and tear on the Rent-to-Own Home, include the following in addition to the specific obligations set out in the Maintenance and Repair Schedule (Appendix “K” of the Housing Policy):

a) Exterior & Grounds

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

b) Interior of Building

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



- c) Electrical
 - i) Missing or broken switch and plug plates.
 - ii) Damage to porcelain lamp holders.
 - iii) Damage to interior pull chain light switches.
 - iv) Damage to light fixtures.
- d) Appliances
 - i) Cracked interior walls of fridges.
 - ii) Chipped or cracked porcelain on stove and fridge.
 - iii) Ice trays missing or damaged.
 - iv) Range elements missing.
- e) Plumbing
 - i) Plugged toilet, sink, or sewer line and filters.
 - ii) Stripped water taps, stems and handles.
 - iii) Chipped or cracked porcelain on sink, bathtub or toilet.
 - iv) Damaged toilet seats.
 - v) Broken toilet or sinks (bathroom).
 - vi) Damaged trip levers.
- f) Heating
 - i) Furnace cleaning including chimneys.
 - ii) Clean air filter on furnaces.
 - iii) Thermostats damaged / damage to oil tanks.
 - iv) Clean HRV and filter.

Initials: Landlord Tenant

3. LANDLORD RESPONSIBILITIES

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

Repairs for which the Landlord is responsible include:

- a) Structure
 - i) Cracks in walls and ceilings due to construction.
 - ii) Sticking doors, when reported immediately and no other damages occurs.
 - iii) Sagging or shifting door frames.



- iv) Siding replacement (10-15 years).
 - v) Load Bearing Walls & Foundation repairs.
 - vi) Roof/Truss Repairs (10-20 years).
 - vii) Floor repairs required due to normal wear and tear (5-10 years).
- b) Systems
- i) Water leaks – plumbing, roof, and/or walls.
 - ii) Dripping taps.
 - iii) Broken or rusted out pipes and drains.
 - iv) Veneer coming off doors when reported immediately.
 - v) Electrical work, including burnt out light switches on stove.
 - vi) Major furnace repairs.
- c) Other
- i) hot water tank replacement,
 - ii) repairing Band-owned appliances (as long as they have not been damaged or overloaded),
 - iii) replacing broken windows (as long as they have not been damaged by the Occupant(s)),
 - iv) repairing floors, exterior doors, interior door and cabinet hardware and cupboards as needed,
 - v) repairing or replacing locks,
 - ii) repair of damage or vandalism that has been reported to the Housing Department by the Tenant within 72 hours of its occurrence, that is not attributed to the negligence or wilful act of the Tenant, another Authorized Occupant, or guest of the Tenant, as determined by the Landlord, acting reasonably. The Tenant must immediately (within 24 hours) report any damage to water, heating or electrical systems, or that otherwise constitutes an emergency.
 - iii) repairing driveways; and
 - iv) any other major repairs or replacements deemed reasonable by the Landlord.

Initials: Landlord Tenant

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Schedule “B” - Pet Policy Addendum to Rent-to-Own Agreement

Dated: _____

Tenant Name	First	Middle Initial	Last
Spouse’s Name	First	Middle Initial	Last
Rental Unit		Phone Number	
Mailing Address			
City/Province		Postal Code	

- The Landlord, Atikameksheng Anishnawbek, agrees that the Tenant, _____, may keep the following pets at the Rent-to-Own Home located at _____ [address of Rent-to-Own Home]:

Pet Name	Breed	Colour	Age	M/F	Neut/Spay? ✓

(collectively, the “Pet(s)”).

- The Tenant shall not keep any pet at the Rent-to-Own Home or on the land upon which the Rent-to-Own Unit is located except as specified in paragraph 1 of this Addendum to the Rent-to-Own Agreement. If the Tenant wants another pet after moving in, the Tenant must obtain the Landlord’s prior written consent.
- The Tenant has read, understands, and agrees to abide by the Atikameksheng Anishnawbek Housing Policy, the Atikameksheng Anishnawbek Animal Control Bylaw and any applicable Atikameksheng Anishnawbek laws and policies.
- The Tenant has provided references regarding the pets satisfactory to the Landlord.
- The Tenant has provided the Landlord with information for each authorized pet, including contact details for veterinarians and names of people who will care for the pet in an emergency.



6. The Tenant acknowledges that he/she is responsible for the health and welfare of the Pet(s).
7. The Landlord will report the Tenant to the Ontario Society for the Prevention and Cruelty to Animals (“OSPCA”) or another applicable body, if there are reasonable grounds to believe the Tenant has neglected or abandoned the Pet(s).
8. If there is reasonable cause to believe an emergency exists with respect to the pet(s) and the Landlord is unable to contact the Tenant, the Landlord may contact and assist the local animal control authority or the OSPCA in entering the Rent-to-Own Home.
9. The Tenant shall not leave the Pet(s) unattended in the Rent-to-Own Home for long periods of time without making reasonable arrangements for the care of the Pet(s).
10. The Tenant shall ensure the Pet(s) are sufficiently fed, watered, and cared for.
11. The Tenant shall ensure that the Pet(s) will not cause damage to the Rent-to-Own Home and shall keep the Rent-to-Own Home clean and free from parasites, including by regularly treating the Pet(s) for fleas and worms (if appropriate).
12. The Tenant shall ensure that the Pet(s) will be fully vaccinated (including against rabies).
13. The Tenant shall ensure that the Pet(s) does not disturb or cause a nuisance to others, which includes, without limitation, preventing excessive noise or damage to other people’s property.
14. The Tenant shall keep the Pet(s) under control and, with respect to dogs, on a leash in all public places, including common areas and walkways.
15. The Tenant shall ensure that the Pet(s) do not run at large on Atikameksheng Anishnawbek Lands.
16. The Tenant shall clean up after the Pet(s).
17. The Tenant shall not leave animal waste inside their properties, unless the animal is a caged pet or trained to use a litter box. Litter boxes must be cleaned regularly, and the waste put in the garbage.
18. The Tenant shall not keep any Pet(s) for the purposes of breeding or selling.
19. The Tenant will be solely responsible for any damage caused by the Pet(s) to the Rent-to-Own Home and grounds.
20. At the end of the tenancy, the Tenant will pay for the costs of any repairs or cleaning required to restore the Rent-to-Own Home and grounds to rentable condition as required under the Rent-to-Own Agreement, including professional carpet cleaning, whether such repairs or cleaning are conducted by the Tenant or the Landlord.
21. Upon execution of this Addendum to the Rent-to-Own Agreement, the Tenant will pay to the Landlord a pet damage deposit in the amount of \$ _____ which is one-half Rent as set out in the Housing Policy to be held by the Landlord against proper performance of the Tenant’s covenants under this Addendum to the Rent-to-Own Agreement (the “Pet Damage Deposit”).
22. The Landlord acknowledges receipt from the Tenant of \$ _____ as the Pet Damage Deposit on _____, 20__.

Initials:

Landlord

Tenant



23. The Landlord will reimburse the Pet Damage Deposit plus accrued interest, to the Tenant within 15 days of the Tenant vacating the Rent-to-Own Home, unless the Tenant does not leave the Rent-to-Own Home in rentable condition, or if there is damage exceeding that caused by normal wear and tear, in which case, the Landlord is entitled to use the Pet Damage Deposit to pay for the cost of any repairs of damage to the Rent-to-Own Home caused by the Pet(s) or any additional cleaning as may be required to bring the Rent-to-Own Home into re-rentable condition. Any portion of the Pet Damage Deposit remaining after the Landlord has used it in accordance with the Rent-to-Own Agreement will be reimbursed to the Tenant. The Tenant is liable to reimburse the Landlord for any costs incurred by the Landlord to restore the Rent-to-Own Home to re-rentable condition as a result of damage caused by the Pet(s) that are not covered by the Pet Damage Deposit.

I _____ (Print name) agree that I will abide by the above terms, and I affirm the above information is a true and correct record of the pets as of this date.

SIGNED: _____
Tenant/Member(s) Date

SIGNED: _____
Housing Manager Date



APPENDIX E –TENANT SCORING SHEET

Name of Applicant: _____ Application Original ____ or updated #: _____

Date Application Received: _____ Reviewed _____ Review Date _____

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

	Selection Criteria	Points	Total Points
1	<p>Who is not eligible?</p> <p>a) The applicant is under the age of 18, except if the applicant is 16 or 17 and can demonstrate that they have withdrawn from parental control (supported by legal documentation).</p> <p>b) The application is incomplete.</p> <p>c) Application is over 2 years old and has not been updated.</p> <p>d) The applicant cannot afford the unit, and all personal expenses (see attached expense sheet) Monthly income is Less than 3 X monthly rent, or for applicants who qualify for Social Assistance, the Social Assistance is insufficient to pay the monthly rent and utilities.</p> <p>e) The applicant owes money to Atikameksheng Anishnawbek.</p> <p>f) The applicant has a history of not complying with the “Rental Agreement”</p> <p>g) Doesn’t meet the National Occupancy Standards. (overcrowding / over housing)</p>	<p>Any Bullet with a check mark will disqualify the applicant’s application. <input checked="" type="checkbox"/> for applicable</p>	
2	<p>Duration the Application has been on the Housing Waiting List</p> <p>a) Updated application only, for each 6 months on the waiting list. Up to max 5 years</p>	.25 point for every 6 months	
3	<p>Family Structure</p> <p>a) For each applicant’s child under the age of 18.</p> <p>b) Applicant is a single parent with dependents.</p> <p>c) Applicant and dependent(s) are members – point for each member.</p> <p>d) Number of household member(s) who require disabled access or special modifications _____.</p>	1 point each	
4	<p>Current Living Conditions</p> <p>a) The current dwelling poses a health and/or safety risk to the occupants (must be supported by documentation such as inspection reports).</p> <p>b) Applicant currently resides in a temporary housing situation (This must be justified with documentation from an authority or acceptable agent).</p> <p>c) The household is considered overcrowded per the National Occupancy Standards, *See below. (Must be justified with documentation from an authority or acceptable agent). How Long. Less than 2 year = 1 points</p>	1 point each	



	Over 2 years = 2 points d) Two written references from a past or current landlord, an employer or an individual who can provide a character reference. If the applicant has or is living in rental housing or is employed, they may only provide one character reference; the second reference must be from a past or present landlord or an employer.		
5	Household Income a) Subject to paragraph b), Applicant's income affords all personal and housing related cost (monthly income is 3 X monthly rent) (Gross Monthly Income / Monthly Rent) 3.00 to 3.99 - 2 points 4.00 + - 3 points 5.0 to 5.99 - 4 Points 6.0 + - 5 Points b) If the Applicant will rely on Social Assistance for rent payments, the Applicant has provided confirmation of such assistance, and the amount is sufficient to cover the monthly rent and utilities. - 2 points		
	TOTAL For noting or commenting use back of this page.		

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

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



APPENDIX F – INDEPENDENT LIVING CENTRE TENANT SCORING SHEET

Name of Applicant: _____ Application Original ____ or updated #: _____

Date Application Received: _____ Reviewed by: _____ ate: _____

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

	Selection Criteria	Points	Total Points
1	<p>Who is not eligible?</p> <p>a) The applicant is under the age of 50; with the exception of physical or mental disability applicants who must be over the age of 18,</p> <p>b) The application is incomplete.</p> <p>c) Application is over the 2 years old and has not been updated.</p> <p>d) The applicant cannot afford the unit, and all personal expenses (see attached expense sheet) Monthly income is Less than 3 X monthly rent, or for applicants who qualify for Social Assistance, the Social Assistance is insufficient to pay the monthly rent and utilities.</p> <p>e) The applicant is in arrears with Atikameksheng Anishnawbek.</p> <p>f) The applicant has a history of not complying with the “Rental Agreement”</p> <p>g) Doesn’t meet the National Occupancy Standards (not creating overcrowding or over housing)</p> <p>h) The applicant has children dependents</p>	<p>Any Bullet with a check mark will disqualify the applicant’s application. <input checked="" type="checkbox"/> for applicable</p>	
2	<p>a) Applicant age is over 50 and requires no or very little assistance with daily living activities (2 points)</p> <p>b) Applicant requires f/t live in caregiver (2 points)</p>		
3	<p>Duration the Application has been on the Housing Waiting List</p> <p>b) Updated application only, for each 6 months on the waiting list. Up to max 5 years</p>	.25 point for every 6 months	
4	<p>Current Living Conditions</p> <p>a) The current dwelling poses a health and/or safety risk to the occupants (must be supported by documentation such as inspection reports).</p> <p>b) Applicant currently resides in a temporary housing situation (This must be justified with documentation from an authority or acceptable agent i.e. homeless).</p> <p>c) The household is considered overcrowded per the National Occupancy Standards, *See below. (Must be justified with documentation from an authority or acceptable agent). Less than 2 years – 2 point / 2 years + - 3 points</p>	2 point each	



	<p>d) The applicant is Over-housed in a band-owned rental</p> <p>d) Two written references from a past or current landlord, an employer or an individual who can provide a character reference. If the applicant has or is living in rental housing or is employed, they may only provide one character reference; the second reference must be from a past or present landlord or an employer.</p>		
5	<p>Household Income</p> <p>a) Applicant’s income affords all personal and housing related cost (monthly income is 3 X monthly rent) (Gross Monthly Income / Monthly Rent)</p> <p>3.0 to 3.99 - 2 Points</p> <p>4.0 to 4.99 - 3 Points</p> <p>5.0 to 5.99 - 4 Points</p> <p>6.0 + - 5 Points</p> <p>b) If the Applicant will rely on Social Assistance for rent payments, the Applicant has provided confirmation of such assistance, and the amount is sufficient to cover the monthly rent and utilities. – 2 Points</p>		
	<p>TOTAL</p> <p>For noting or commenting use back of this page.</p>		



APPENDIX G –ARREARS RECOVERY AGREEMENT

Arrears Recovery Agreement

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

Agreement to repay arrears between

The tenant(s) Primary tenant Secondary tenant

And

Atikameksheng Anishnawbek

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

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

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

Primary tenant Signature:	Date:
Secondary tenant Signature:	Date:
Atikameksheng Anishnawbek Gimaa:	Date:
Director of Operations:	Date:

Witnessed by: _____

Date: _____



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

Notice of Termination/Notice to Permanently Vacate the Unit

To: Housing Department
Atikameksheng
Anishnawbek

From: _____
Primary tenant Secondary tenant

Address of unit: _____

For tenants giving notice to terminate their Tenancy Agreement/permanently vacate the unit:

Note: The tenant must provide notice to terminate the Tenancy at least one full calendar month before they intend to end the tenancy.

I/we _____ hereby given 30 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 Tenancy Agreement until the end of the calendar month and that I/we am/are 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 Department
- By mail at least five days before the 30-day notice begins.

Primary tenant Signature

Date

Secondary tenant Signature

Date

Important – If you fail to give the full 30-day notice to vacate as required in the Tenancy Agreement, you are still obligated to pay rent until the end of the month that you vacate the unit.



APPENDIX I-1 – NOTICE OF BREACH

Appendix “I-1” Notice of Breach

[use for a non-severe breach listed at 20.3 of the Atikameksheng Anishnawbek Housing Policy with the exception of the following conduct: disturbing the peace or quiet use and enjoyment of other Tenants or Homeowners or for other one-time, non-continuing breach – for these breaches, see 20.2 and use Appendix I-3]

Date: _____

Unit Address: _____

Tenant(s) Name(s): _____

Notice delivered:

By hand to _____ [Tenant name] on _____ [date].

By securely fastening it to the Unit’s front door on _____ [date] with _____ [name] as a witness.

By registered mail, sent _____ [date]

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

We hereby serve you notice that you have _____ **days** to remedy the breach. If by the deadline you have not remedied the breach, the Housing Department will issue a second notice of breach which will provide that failing to comply will result in the issuance of notice of termination of tenancy/eviction.

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

On Behalf of the Atikameksheng Anishnawbek Housing Department
(705-692-3651)



APPENDIX I-2 – NOTICE OF BREACH

Appendix “I-2” Notice of Breach – Second Notice

[use for a non-severe breach listed at 20.3 of the Atikameksheng Anishnawbek Housing Policy with the exception of the following conduct: disturbing the peace or quiet use and enjoyment of other Tenants or Homeowners, or for other one-time, non-continuing breach – for these breaches, see 20.2 and use Appendix I-3]

Date: _____
Unit Address: _____
Tenant(s) Name(s): _____
Notice delivered:
[] By hand to _____ [Tenant name] on _____ [date].
[] By securely fastening it to the Unit’s front door on _____ [date] with _____ [name] as a witness.
[] By registered mail, sent _____ [date]

This is to advise you that you have failed to comply with the first Notice of Breach issued on _____ advising that you are in violation of the Atikameksheng Anishnawbek Housing Policy and/or a term of your Tenancy Agreement for the following reason:

This is your final notice and final chance to correct the breach. We hereby serve you notice that you have _____ days to remedy the breach. If by the deadline you have not remedied the breach, the Housing Department will issue you a notice of termination of tenancy/eviction.

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

On Behalf of the Atikameksheng Anishnawbek Housing Department
(705-692-3651)



APPENDIX I-3 – NOTICE OF BREACH

APPENDIX “I-3” NOTICE OF BREACH – DISTURBANCE OF THE PEACE OR OTHER NON-CONTINUING BREACH

Date: _____

Unit Address: _____

Tenant(s) Name(s): _____

Notice delivered:

By hand to _____ [Tenant name] on _____ [date].

By securely fastening it to the Unit’s front door on _____ [date] with _____ [name] as a witness.

By registered mail, sent _____ [date]

This is to advise you that you have breached the Atikameksheng Anishnawbek Housing Policy and/or a term of your Tenancy Agreement for *[set out the details, e.g. disturbing the peace or quiet use and enjoyment of other tenants or homeowners, or a one-time/non-continuing breach]*:

This is the _____ notice for this conduct *[specify if first or second notice]*.

If you are served with two Notices of Breach for this conduct within the span of one year (i.e. one year from the issuance of the first notice) and the conduct continues, you will be evicted.

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

On Behalf of the Atikameksheng Anishnawbek Housing Department
(705-692-3651)



APPENDIX J – 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 your Tenancy Agreement in order for continued use and occupation of the unit. Notice of termination is provided for the following reason(s).

[e.g. non-payment of Rent and the failure to enter into an Arrears Agreement; failure to comply with an Arrears Recovery Agreement; persistently late paying rent; failure to correct a breach of the Housing Policy and Rental Agreement or Rent-to-Own Agreement in accordance with a Notice of Breach; the commission of a “severe breach”]



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.

- *48 hours' notice for eviction for "severe" breaches listed at section 20.1 of Housing Policy.*
- *10-day notice for*
 - *failing to pay rent in accordance with section 18.1.5 of the Housing Policy;*
 - *failing to comply with an arrears recovery agreement in accordance with section 18.2.4 of the Housing Policy;*
 - *being persistently late paying rent as described at section 18.3 of the Housing Policy.*
 - *failing to comply with a second notice of breach in relation to repeatedly causing a nuisance or disturbance explained at section 20.2.4 of the Housing Policy; and*
 - *failing to comply with a notice of breach described at section 20.3.4 of the Housing Policy.*

Signed

Atikameksheng Anishnawbek Housing Department (705-692-3651)



APPENDIX K – MAINTENANCE AND REPAIR SCHEDULE

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

- 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 for undertaking 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 for responding 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 Department 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; then tenant is strongly encouraged to obtain and maintain 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 Repairs
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: (tenant) (tenant)
(ATikameksheng Anishnawbek)



Atikameksheng Anishnawbek-Band Rental Housing Maintenance and Repairs
Section 4 - Assessing Responsibilities for Maintenance and Repairs (continued)

Table with 3 columns: Item, tenant Responsibility, and Band Responsibility. Rows include Flooring, Gutters, Heating and Ventilation Systems, Hot Water Tank, HRV/Air Exchanger, Keys, Paint, Plumbing, plumbing fixtures and sinks, and Roofing (structure, shingles/ flashing).

Page 4 of 7 initialed by: (tenant) (tenant) (Atikameksheng Anishnawbek)



Atikameksheng Anishnawbek - Band Rental Housing Maintenance and Repairs
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.

Page 5 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

Fall Checklist, *continued*

- Vacuum electric baseboard heaters to remove dust, where applicable.
- Remove the grills from 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 value 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 the 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 L – REQUEST FOR REPAIRS

Request for Repairs

Date:

To: Housing Department
Atikameksheng
Anishnawbek Reserve
Road
Naughton, ON P 0M 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 Department 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 Department

Tenant should keep a copy of this notice.



APPENDIX M – 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 initials 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

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
LIVING ROOM					KITCHEN				
Floor					Floors				
Walls					Walls				
Ceiling					Ceiling				
Doors					Doors				
Windows					Windows				
Screens					Screens				
Closet					Cabinets				
Elec Fixtures					Drawers				
Light Bulbs					Sink/faucet				
Other					Sink area				
FRIDGE					Counters				
Inside/Parts					Fan/light				
Outside					Elec fixtures				
Light					Light bulbs				
STOVE/OVEN					Other				
Stove outside					DINING ROOM				
Burners					Windows				
Vent					Screens				
Controls					Elec Fixtures				
Oven surfaces					Walls				
Light					Floors				
Oven racks					Other				
Other									



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
BATHROOM					BEDROOM #1				
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					BEDROOM #2				
Countertop					Floor				
Fan					Walls				
Bowl/seat					Ceiling				
Towel racks					Doors				
Window					Windows				
Elec fixtures					Screens				
Light bulbs					Closet				
Other					Elec fixtures				
HALLWAY					Light bulbs				
Walls					Other				
Ceiling					BEDROOM #3				
Closet					Floor				
Doors					Walls				
Floor					Ceiling				
Elec fixtures					Doors				
Light bulbs					Windows				
Other					Screens				
FRONT STEP					Closet				
Elec Fixture					Elec fixtures				
Light bulbs					Light bulbs				
Steps					Other				
Other									



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
ENTRY/STAIR					BACK STEP				
Walls					Elec fixtures				
Ceiling					Light bulbs				
Floor					Steps				
Doors					Other				
Elec Fixtures					MECHANICAL				
Light bulbs					Hot water heater				
Handrails					Smoke detector				
Steps					Thermostat				
Other					Furnace				
Other					Fire extinguishe				
BASEMENT					Other				
Windows					ENTRY WAYS, OTHER ROOMS				
Screens					Front Door				
Elec fixtures					Back Door				
Light bulbs					Laundry Room				
Laundry tubs					Entryway				
Taps					Other				
EXTERIOR					Other				
Yard/Fencing					NUMBER OF KEYS				
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	_____ Date	_____



APPENDIX P – NOTICE OF A PLANNED ABSENCE BY THE TENANT

To: Housing Department, Atikameksheng Anishnawbek

From: _____
Primary tenant
Secondary
tenant

Address of unit: _____

Notice to vacate the unit for 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 we will arrange for a twice a week 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 Tenancy Agreement constitutes a breach of the Tenancy Agreement and the Housing Policy and may result in termination of the Tenancy Agreement and eviction.

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

- In person to the Housing Department
- 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.



APPENDIX Q – NOTICE OF ARREARS -1ST 2ND AND FINAL

RENT ARREARS 1ST NOTICE.

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Unit/Lot #: _____

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

This notice constitutes your first notice pursuant to section 18.1.2of the Atikameksheng Anishnawbek Housing Policy. Accordingly, you are reminded to pay the outstanding rent immediately or make immediate arrangements with Housing Department to discuss the repayment of arrears. The total amount due is \$ _____.

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

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

On Behalf of the Atikameksheng Anishnawbek Housing Department
Housing Manager



RENT ARREARS - 2ND NOTICE.

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Unit/Lot #: _____

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

This notice constitutes your second notice pursuant to section 18.1.3 of the Atikameksheng Anishnawbek Housing Policy. Accordingly, you are reminded to pay the outstanding rent immediately or make immediate arrangements with the Housing Department to discuss the repayment of arrears. The total amount due is \$ _____.

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

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

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

On Behalf of the Atikameksheng Anishnawbek Housing Department
Housing Manager



RENT ARREARS FINAL NOTICE

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Unit/Lot #: _____

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

This notice constitutes your third and final notice pursuant to section 18.1.4 of the Atikameksheng Anishnawbek Housing Policy. According to the terms of the Housing Policy & your Tenancy Agreement, you now have no more than 10 days to pay all arrears in full plus the current months' rent. The total amount due is \$ _____.

We have made every effort to work with you and are prepared to negotiate a repayment plan with you if you, within 10 days of the date of this notice, attend the band office and request a meeting to discuss a repayment plan. If you fail to repay the rent arrears in the amount stated in this notice within the required time or have not made arrangements to enter into a repayment plan within the required time, an eviction notice will be issued, and your tenancy will be terminated.

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

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

On Behalf of the FN Housing Department
Housing Manag

APPENDIX R – RENTAL RATES

Phase 1 – 6 units	Rent
1 bedroom	
2 bedrooms	\$805.00
3 bedrooms	\$560.00 \$600.00 \$805.00 (2)
4 bedrooms	\$874.00
Phase 2 (ILC 6 units)	Rent
1 bedroom	295.00 (3)
2 bedrooms	\$345.00 (2) \$450.00
3 bedrooms	
Phase 3 – 7 units	Rent
1 bedroom	
2 bedrooms	\$410.00 (2)
3 bedrooms	\$485.00 (3) \$510.00 (2)
Phase 4 – 5 units	Rent
1 bedroom	
2 bedrooms	\$415.00 (2) \$500.00
3 bedrooms	\$550.00 (2)
Phase 5 – 6 units (4 ILC)	Rent
1 bedroom	\$295.00 (2)
2 bedrooms	\$335.00 \$345.00 \$500.00
3 bedrooms	\$485.00
Phase 5 – 6 units	Rent
1-Bedroom	
2-Bedroom	\$535.00 (4) 2 duplexes
3-Bedroom	\$550.00 (2) \$485.00
Phase 5 – 7 units	Rent
1-Bedroom	\$375.00 (4) Fourplex
2-Bedroom	\$500.00 (2) duplex
3-Bedroom	\$550.00

Band Administered units	Rent
1-Bedroom	
2-Bedroom	
3-Bedroom	\$380.00 \$410.00 \$550.00 \$505.00

Innovative Housing	Rent
1-Bedroom	
2-Bedroom	\$460.00
3-Bedroom	\$510.00 \$550.00
4-Bedroom	\$650.00

New Demonstration Rent to Own	Rent
1-Bedroom	
2-Bedroom	
3-Bedroom	\$560.00

Independent Living Centre	Rent*
1-Bedroom	The greater of \$285.00 or 25 % of the household's gross annual family income to a maximum of \$425.00.
2-Bedroom	The greater of \$335.00 or 25% of the household's gross annual family income to a maximum of \$500.00
*Rent includes hydro, heat and water, garbage disposal and recycling	

APPENDIX S – SECURITY & INDEMNITY AGREEMENT

SECURITY & INDEMNITY AGREEMENT

SECURITY: CERTIFICATE OF POSSESSION

Atikameksheng Anishnawbek
Security and Indemnity Agreement

THIS AGREEMENT is made the ____ day of _____, 20__.

Between:

ATIKAMEKSHENG ANISHNAWBEK, an Indian Band within the meaning of s. 2 of the *Indian Act*, R.S.C. 1985, c. I-5, as amended, with an address at 25 Reserve Rd - Naughton, ON POM 2M0 (“**Atikameksheng Anishnawbek**”)

And:

Borrower #1: _____
Address _____
Borrower #2: _____
Address _____

(“**Borrower(s)**”)

being collectively the parties (the “**Parties**”) to this Agreement.

BACKGROUND FACTS

- A. The Borrower(s), [*insert names of all Borrowers who are Atikameksheng Anishnawbek band members*] _____, is a/are member(s) of Atikameksheng Anishnawbek.
- B. [~~delete if inapplicable~~] The Borrower, [*insert name of non-member spouse*] _____, is the non-member spouse of _____ and is the co-applicant on the Loan.
- C. The Borrower has applied for a Loan to [~~select one: build a new home, renovate an existing home, purchase a home, or refinance a home~~] the Home that [~~select one: is / will be~~] the principal residence of the Borrower and is located at on Atikameksheng Anishnawbek reserve lands legally described as [~~legal description of land/parcel~~] (the “Land”).

~~[For a home purchase, keep Recital D and delete Recital E]~~

D. Upon completion of the purchase, the Borrower will have a legal right of possession to the Land pursuant to [set out AA's law or policy], evidenced by the Certificate of Possession.

[For construction, renovation or refinance, delete Recital D and keep Recital E]

E. The Borrower has a legal right of possession to the Land pursuant to [set out AA's law or policy], evidenced by the Certificate of Possession.

F. The Lender requires Atikameksheng Anishnawbek to guarantee the Loan as security for the Loan before the Lender will grant the Loan to the Borrower.

Therefore, in consideration of the mutual promises set out in this Agreement and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement,

“Certificate of Possession” has the same meaning provided in the Atikameksheng Anishnawbek Land Code and refers to the Borrower’s Certificate of Possession or the Certificate of Possession to which the Borrower will receive following the completion of a home purchase.

"Home" means the principal residence of the Borrower that is located on the Land and that will be [*select one: built, renovated, purchased or refinanced*] with the Loan funds.

“Improvements” has the meaning given at section 4.5(a).

“Land” means the lands legally described as [*set out legal description of land*].

"Lender" means the [*identify the bank/lender*].

“Loan” means the financing for which the Borrower has applied from the Lender to [*select one: build a new home, renovate an existing home, purchase a home, or refinance a home*] the Home.

“Loan Guarantee” means a loan guarantee provided by Atikameksheng Anishnawbek to satisfy the Lender’s requirements for the Loan.

“Property” means the Land and the Improvements (including the Home).

“Term” means the term of this Agreement described at section 17.1;

“Atikameksheng Anishnawbek Laws, Bylaws and Policies” means all applicable Atikameksheng Anishnawbek Laws, Bylaws and Policies, and amendments to such bylaws and policies, approved by Council from time to time.

2.0 APPLICATION OF HOUSING POLICY

2.1 The Borrower acknowledges that they have read, or has had read to them, and understood the Atikameksheng Anishnawbek Housing Policy, which forms part of this Agreement, and the Borrower agrees to be bound by both the terms of this Agreement and Atikameksheng Anishnawbek Housing Policy, amended from time to time. In the event of any inconsistency between Atikameksheng Anishnawbek Housing Policy and this Agreement, this Agreement prevails.

3.0 LOAN GUARANTEE

[For a home purchase, keep section 3.1 and delete section 3.2]

3.1 Upon execution of this Agreement and on condition that the Borrower has completed the transfer under sections 4.1 and 4.2, Atikameksheng Anishnawbek Council will issue the band council resolution substantially in the same form as set out at Schedule “A” to this Agreement confirming the Loan Guarantee to the Lender.

[For home construction, renovation or refinance, delete section 3.1 and keep section 3.2]

3.2 Upon execution of this Agreement and on condition that the Borrower has completed the transfer under sections 4.3 and 4.4, the Atikameksheng Anishnawbek Council will issue the band council resolution attached as Schedule “A” to this Agreement confirming the Loan Guarantee to the Lender.

4.0 SECURITY: CERTIFICATE OF POSSESSION AND POWER TO REVOKE RIGHT OF USE AND OCCUPATION OF THE PROPERTY

[For a home purchase, keep sections 4.1-4.2 and delete sections 4.3-4.4]

4.1 The Borrower acknowledges and confirms.

- a. they have completed and executed Schedule “C” to this Agreement and as are otherwise required by Atikameksheng Anishnawbek to affect the transfer of the Certificate of Possession to Atikameksheng Anishnawbek; and
- b. they have provided such forms and documents to Atikameksheng Anishnawbek on condition that Atikameksheng Anishnawbek will not submit the forms and documents to the Minister until the purchase has been completed.

4.2 It is a condition of this Agreement that immediately upon completion of the purchase by the Borrower, the Borrower must do such further things and take such further steps as are

required to complete the transfer of the Borrower's right of possession to the Land to Atikameksheng Anishnawbek, and Atikameksheng Anishnawbek will hold the Certificate of Possession as continuing security for the Loan Guarantee and to secure the performance of the Borrower's further obligations under this Agreement.

[For a home construction, renovation or refinancing, delete sections 4.1-4.2 and keep sections 4.3-4.4]

4.3 The Borrower acknowledges and confirms they have transferred to Atikameksheng Anishnawbek their right of possession to the Land by executing the form at Schedule "C" to this Agreement and as otherwise required by Atikameksheng Anishnawbek to affect the transfer of the Certificate of Possession. The transferred Certificate of Possession will constitute continuing security for the Loan Guarantee and secure the performance of obligations under this Agreement.

4.4 It is a condition of this Agreement that the Borrower must do such further things and take such further steps as are required to complete the transfer of the Borrower's right of possession to the Land to Atikameksheng Anishnawbek, and Atikameksheng Anishnawbek will hold the Certificate of Possession as continuing security for the Loan Guarantee and to secure the performance of the Borrower's further obligations under this Agreement.

4.5 The Borrower acknowledges and agrees with that.

- a. the Home, any other Improvements on the Land, including Improvements made to the Land during the Term of this Agreement, will become fixtures on the Land and may not be removed or destroyed until the Term of this Agreement ends.
- b. the Land is Atikameksheng Anishnawbek reserve land; and
- c. The Borrower's right to use and occupy the Property is subject to the terms and conditions of this Agreement and to the Atikameksheng Anishnawbek Laws, Bylaws and Policies.

5.0 LOAN DISCHARGE

5.1 Upon receiving confirmation from the Lender that the Borrower has repaid the Loan's principal, any interest and any applicable fees or charges sufficient to discharge the Loan, and subject to the Borrower having complied with all the terms and conditions of this Agreement, Atikameksheng Anishnawbek will take such steps as are necessary and execute such forms as are required by its laws and policies to transfer the right to possession of the Land back to the Borrower.

5.2 The Borrower acknowledges and agrees that the transfer under section 5.1 is subject to the Borrower being a Atikameksheng Anishnawbek band member and otherwise continuing to be eligible to hold the Certificate of Possession.

5.3 Upon completion of the transfer under section 5.1, the Borrower will be entitled to lawful possession of the Property.

6.0 REPRESENTATIONS OF THE BORROWER

6.1 The Borrower represents and warrants that all information set out in this Agreement is correct.

6.2 The Borrower represents and warrants that they are/will be the sole legal and beneficial holder of the right of possession to the Land and that there are no existing encumbrances on the Land other than such permitted encumbrances set out in Schedule “B” to this Agreement.

6.3 The Borrower represents and warrants that there are no material adverse facts or circumstances or changes in financial condition undisclosed to Atikameksheng Anishnawbek which may materially adversely affect Atikameksheng Anishnawbek, or the Borrower’s prospects or ability to observe and perform all obligations in this Agreement.

6.4 The Borrower warrants that this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Borrower in accordance with its terms.

7.0 RIGHTS AND OBLIGATIONS OF BORROWER

General Rights and Obligations

7.1 The Borrower must not remove the Home from the Land.

7.2 The Borrower must pay all applicable taxes in respect of the Property and the Loan.

7.3 The Borrower must obey all Atikameksheng Anishnawbek Laws, Bylaws and Policies and all laws and policies that apply to the Loan and Lender.

7.4 The Borrower may only use the Loan funds for the purpose of [selecting one: constructing / renovating / purchasing] the Home in accordance with Atikameksheng Anishnawbek’s laws, bylaws and policies and the Lender’s requirements.

7.5 The Borrower must pay the obligations when due and in accordance with the Loan agreement with the Lender.

Preservation of the Land and Home

7.6 The Borrower must maintain the Property in a condition and state of repair that preserves the value of the Property, reasonable wear and tear excluded, and in compliance with Atikameksheng Anishnawbek’s laws, bylaws and policies.

7.7 The Borrower is solely responsible for all maintenance and repairs as may be required to maintain the Property in the condition required in section 7.6.

7.8 The Borrower must not commit or permit damage to or destruction of the Property, including without limitation, environmental contamination.

7.9 The Borrower is solely responsible for any repairs or remediation of the Property required because of the Borrower's negligence or intentional conduct in violation of section 7.8.

If Applicable [Select one: Constructing or Renovating] the Home (if not applicable, delete sections 7.10-7.12):

7.10 The Borrower must obtain the prior written consent of Atikameksheng Anishnawbek prior to selecting a contractor.

7.11 The Borrower must ensure that the [select one: construction or renovation] proceeds promptly and in compliance with all applicable construction and building laws, standards, codes and best practices and in accordance with the terms of the Loan.

7.12 If the Borrower fails to comply with section 7.11, Atikameksheng Anishnawbek may make any arrangements and take any steps it deems necessary, acting reasonably, to correct any such non-compliance and the Borrower will indemnify Atikameksheng Anishnawbek and repay any reasonable costs incurred by Atikameksheng Anishnawbek as a result of any actions taken under this clause.

Failure to Comply

7.13 The Borrower's failure to comply with the Borrower's obligations under this Article 7.0, including failure to indemnify Atikameksheng Anishnawbek and repay any costs pursuant to section 7.12, constitutes breach of this Agreement.

8.0 SALE OF PROPERTY

8.1 The Borrower must not sell or dispose of any part of the Property except with the express written consent of Atikameksheng Anishnawbek and the Lender.

9.0 ENCUMBRANCES

9.1 Nothing will be done by the Borrower to encumber the Property.

9.2 The Borrower must keep prior permitted encumbrances, if any, in good standing.

10.0 INSURANCE

10.1 The Borrower must purchase and maintain the following insurance coverage until the Loan's principal and any interest is repaid in full and this Agreement ends in accordance with section 17.1:

- a. house insurance in an amount not less than the full replacement value of the Home.
- b. residential general liability insurance against claims for bodily injury (including death), personal injury, or property damage arising in connection with the use and occupation of the Property in an amount of at least \$2,000,000 per occurrence, or another amount satisfactory to Atikameksheng Anishnawbek.
- c. life insurance in an amount sufficient to cover the Loan amount.

10.2 The Borrower is encouraged to purchase and maintain contents insurance.

10.3 For the period over which any construction occurs, the Borrower must or cause to be purchased and maintain or cause to be maintained construction insurance in a form and an amount satisfactory to Atikameksheng Anishnawbek.

10.4 The Borrower must ensure that all insurance policies required under this Agreement:

- a. name Atikameksheng Anishnawbek as an additional insured, with loss payable to Atikameksheng Anishnawbek after the Lender, and contain a waiver of any subrogation rights that the insurers may have against Atikameksheng Anishnawbek; and
- b. provide that Atikameksheng Anishnawbek will be notified in the event of arrears, default, cancellation or threat of cancellation.

10.5 The Borrower must provide insurance policies to Atikameksheng Anishnawbek that demonstrate compliance with sections 10.1 to 10.4 of this Agreement.

10.6 If the Borrower fails to comply with the insurance requirements set out in this Agreement, Atikameksheng Anishnawbek may obtain such insurance and charge the Borrower for the cost of the premiums as additional fees under this Agreement.

10.7 It is the sole responsibility of the Borrower to purchase and maintain adequate insurance. In the event of damage or loss of the Property, Atikameksheng Anishnawbek will not be responsible for the repair or replacement of the Property under any circumstances.

10.8 Without limiting the Borrower's responsibility under section 10.7, if the Borrower fails to comply with the insurance requirements set out in this Agreement, Atikameksheng Anishnawbek may obtain such insurance and charge the Borrower for the cost of the premiums as additional fees under this Agreement.

10.9 The Borrower may not do anything, or fail to do anything, that will void the insurance required under this Agreement, otherwise cause it to be cancelled.

10.10 The Borrower's failure to comply with the provisions of this Article 10.0, including failure to pay any fees to Atikameksheng Anishnawbek pursuant to section 10.6, constitutes breach of this Agreement.

11.0 NON-MEMBER BORROWER / CO-APPLICANT

11.1 If a Borrower is not a band member of Atikameksheng Anishnawbek, that non-band member Borrower hereby acknowledges that he or she has no present or future possessory interest in the Property. The non-band member Borrower further agrees that any other interest that he or she holds in the Property ranks second in priority to Atikameksheng Anishnawbek's interests in the Property.

11.2 Section 11.1 survives the termination of this Agreement.

12.0 ASSIGNMENT

12.1 The Borrower must not assign or transfer any right, obligation, title, or interest the Borrower has or owes under the Loan agreement or this Agreement without the prior written consent of Atikameksheng Anishnawbek, and any assignment or transfer made without that consent is void.

13.0 SUCCESSORS

13.1 Atikameksheng Anishnawbek may treat the death of the Borrower as a breach of this Agreement except as follows:

- a. The Borrower has sufficient life insurance to pay out the Loan and has provided Atikameksheng Anishnawbek with a copy of the Borrower's will in advance and in writing identifying the applicable beneficiary to receive the Certificate of Possession, in which case, upon discharge of the Loan, Atikameksheng Anishnawbek will transfer the Certificate of Possession to the beneficiary, if he or she is a Atikameksheng Anishnawbek band member and is otherwise entitled and eligible to hold a Certificate of Possession in accordance with Atikameksheng Anishnawbek Laws, Bylaws and Policies; or
- b. if there is insufficient life insurance to pay out the Loan, the Borrower has provided Atikameksheng Anishnawbek with a copy of the Borrower's will in advance and in writing identifying the applicable beneficiary to receive the

Certificate of Possession, in which case, if the Lender consents to assign the Loan to the beneficiary, Atikameksheng Anishnawbek will assign this Agreement to the beneficiary if the beneficiary is a Atikameksheng Anishnawbek band member, is otherwise entitled and eligible to hold a Certificate of Possession in accordance with Atikameksheng Anishnawbek Laws, Bylaws and Policies, and consents to and qualifies for assignment of this Agreement.

13.2 For the purpose of section 13.1, the Borrower's beneficiary may be a single Atikameksheng Anishnawbek band member or two Atikameksheng Anishnawbek band members who are spouses.

14.0 DEFAULT / BREACH /TERMINATION

Events Constituting Breach of this Agreement.

14.1 It is a breach of this Agreement if the Borrower:

- a. defaults on the Loan.
- b. breaches any provision of this Agreement.
- c. fails to comply with or breaches the Atikameksheng Anishnawbek Housing Policy.
- d. becomes insolvent or bankrupt.
- e. subject to section 13.0, dies.

14.2 If any warranty or representation of the Borrower made in this Agreement is or becomes untrue, it is a breach of this Agreement.

Borrower's Obligation to Notify

14.3 The Borrower must immediately notify Atikameksheng Anishnawbek if the Borrower is more than five (5) days late on a Loan payment or if the Borrower defaults on the Loan.

Effect of Breach

14.4 A default on the Loan by the Borrower constitutes a breach of this Agreement and entitles Atikameksheng Anishnawbek to immediately terminate this Agreement with written notice to the Borrower.

14.5 In the event of any breach of the Agreement other than a default on the Loan,

Atikameksheng Anishnawbek may, by written notice to the Borrower, inform the Borrower of the breach and the Borrower's duty to rectify the situation, and if the Borrower fails to rectify the breach within 30 days of such notice, Atikameksheng Anishnawbek may immediately terminate this Agreement with written notice to the Borrower.

14.6 If Atikameksheng Anishnawbek terminates the Agreement in accordance with section 14.4 or 14.5, then:

- a. the Borrower's right to occupy the Property will terminate 30 days after written notice provided by Atikameksheng Anishnawbek without re-entry or any other act or legal proceeding and Atikameksheng Anishnawbek may re-enter the Property and possess and enjoy it as if this Agreement had not been made.
- b. The Borrower must peaceably surrender to Atikameksheng Anishnawbek the Property in the condition the Property were required to be kept under this Agreement.
- c. without limiting the generality of the foregoing, Atikameksheng Anishnawbek will retain all rights, titles and interests in the Property and may sell, transfer, convey, lease, rent or otherwise dispose of the Property, free and clear of any claim by the Borrower; and
- d. Certainly, Atikameksheng Anishnawbek will retain possession of the Certificate of Possession.

14.7 If the Property is surrendered to Atikameksheng Anishnawbek and it is not in the condition required under this Agreement, Atikameksheng Anishnawbek may repair or restore the Property prior to any sale with costs payable by the Borrower.

14.8 Sections 14.6 and 14.7 survive the termination of this Agreement.

15.0 COST RECOVERY

15.1 Atikameksheng Anishnawbek is entitled to recover from the Borrower all the expenses that it reasonably incurs because of any breach of this Agreement by the Borrower whether or not Atikameksheng Anishnawbek terminates the Agreement, including administrative costs and legal expenses.

15.2 The Borrower agrees that Atikameksheng Anishnawbek may recover its costs by all available means, including:

- a. sale or rental of the Property, if this Agreement is terminated.

- b. deductions from any amount owing by Atikameksheng Anishnawbek to the Borrower, such as per capita distributions.
- c. garnishment of the Borrower's wages.
- d. personal property seizure proceedings in relation to the Borrower's property; and
- e. any other lawful means available.

15.3 Section 15.2 survives the termination of this Agreement.

16.0 INDEMNIFICATION

16.1 The Borrower indemnifies and saves harmless Atikameksheng Anishnawbek from any and all liabilities, fines, suits, claims, costs or expenses Atikameksheng Anishnawbek incurs as guarantor or otherwise in connection with this Agreement, any injury, death, damage or loss of any person arising out of the Borrower's occupation of the Property, the Borrower's performance or breach of a section of the Agreement, including, without limitation, any liabilities not covered by the insurance required under this Agreement, or which result from the failure of the Borrower to maintain the insurance required under this Agreement.

16.2 Section 16.1 survives the termination of this Agreement.

17.0 TERM

17.1 This Agreement will remain in full force and effect until either:

- a. Atikameksheng Anishnawbek receives written confirmation from the Lender that the Loan is repaid in full and discharged, all other terms of this Agreement have been complied with, and Atikameksheng Anishnawbek issues a band council resolution releasing the Borrower from further obligations in accordance with 5.1; or
- b. Atikameksheng Anishnawbek terminates the Agreement under section 14.4 or 14.5.

18.0 ATIKAMEKSHENG ANISHNAWBEK'S RIGHTS

18.1 If Atikameksheng Anishnawbek gives the Borrower at least 48 hours prior written notice, Atikameksheng Anishnawbek may enter and inspect the Property to determine whether the Borrower is complying with this Agreement and Atikameksheng Anishnawbek Bylaws and Policies.

- 18.2 In addition to the rights granted in this Agreement, Atikameksheng Anishnawbek may enforce any other rights and remedies it may have at law or in equity.
- 18.3 Atikameksheng Anishnawbek may do anything the Borrower is required to do or take any steps or pay any monies as may be reasonably necessary to preserve, protect or repair the Property, at any time the Borrower fails to do so without waiving any other rights or remedies available to Atikameksheng Anishnawbek under this Agreement, at equity or at law. All costs and expenses incurred by Atikameksheng Anishnawbek under this section are payable by the Borrower (with interest until paid) and secured by the Property.
- 18.4 All of Atikameksheng Anishnawbek's rights and remedies are cumulative and one or more of these rights may be exercised independently or in combination from time to time.
- 18.5 Atikameksheng Anishnawbek's waiver of, delay or failure to enforce any of Atikameksheng Anishnawbek's rights or breach or default of the Borrower to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing breach or default, whether similar or dissimilar, and does not in any way release the Borrower from any obligation under this Agreement.

19.0 MATERIAL CHANGES IN INFORMATION

- 19.1 The Borrower must notify Atikameksheng Anishnawbek promptly of:
- a. any material changes to the information contained in this Agreement (including the attached Schedules) relating to the Borrower, Property or Loan, including any address change.
 - b. the details of any change to name of the Borrower.
 - c. the details of any claims or litigation affecting the Borrower or Property.
 - d. the details of any change to the terms of the Loan.
 - e. any loss of or damage to the Property; and
 - f. any default by any account Borrower in its obligations with respect to the Property.

20.0 REGISTRATION

- 20.1 Atikameksheng Anishnawbek will register an executed copy of this Agreement, and all transfers of the Land made pursuant to this Agreement in the Indian Land Registry System.

21.0 NOTICE

21.1 Any written notice required under this Agreement may be given by personal delivery to the undersigned or by mail to the addresses set out on page 1. In accordance with section 19.1, it is the responsibility of each Party to this Agreement to notify the other Party if their address for delivery changes. A notice will be considered to be received if delivered personally on the date of delivery, and if delivered by mail five business days after mailing.

22.0 GENERAL PROVISIONS

22.1 Time is of the essence in this Agreement.

22.2 This Agreement will be governed by and construed in accordance with the laws of Ontario and Canada.

22.3 Any amendment to this Agreement will be made in writing, executed by all Parties and attached as an addendum to this Agreement.

22.4 This Agreement and the Schedules to this Agreement constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement. There are no warranties, representations or agreements between the Parties in connection with the subject matter of this Agreement, except as specifically set out in this Agreement.

22.5 Any reference in this Agreement to a section will mean a section of this Agreement unless otherwise expressly provided.

22.6 Reference to a Party will be read as if all required changes in the singular and plural and all grammatical changes rendered necessary by gender had been made.

22.7 Words in the singular include the plural form, unless the context otherwise requires.

22.8 If a court of competent jurisdiction determines that any provision of this Agreement is invalid or inapplicable, the provision will be severed from the Agreement and the remainder of the Agreement will remain in force with any necessary revisions.

22.9 This Agreement ensures the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.

22.10 The effective date of this Agreement is the date this Agreement is signed by all the Parties.

23.0 INDEPENDENT LEGAL ADVICE

23.1 The Borrower(s) acknowledges that he/she/they have each had the opportunity to obtain independent legal advice prior to signing this Agreement, including, without limitation, legal

advice concerning on-reserve spousal property matters and the property rights of non-members, if applicable.

IN WITNESS WHEREOF these Parties have executed this Agreement in _____,
(insert province), on _____, 20__.

Witnessed by me at _____)

_____)

in the Province of Ontario this _____ day of _____,)

_____)

20__.

_____)

_____)

Witness _____)

_____)

Atikameksheng Anishnawbek Authorized
Signatory

Witnessed by me at _____)

_____)

in the Province of Ontario this _____ day of _____,)

_____)

20__.

_____)

_____)

Witness _____)

_____)

Borrower #1
(Print Name: _____)

Witnessed by me at _____)

_____)

in the Province of Ontario this _____ day of _____,)

_____)

20__.

_____)

_____)

Witness _____)

_____)

Borrower #2
(Print Name: _____)

Schedule "A" – Band Council Resolution for The Loan Guarantee

Whereas, (Full Name of Band Member) _____,

(Band No.) _____ has qualified for bank financing with (name of

Lender) _____, and

Whereas, (Full Name of Band Member) _____,

(Band No.) _____ has endorsed a Security & Indemnity Agreement which is inclusive of a transfer of land, namely transferring right, title and interest Atikameksheng Anishnawbek of the lands and improvements situated on (name of reserve) _____, being more particularly described as;

Legal Land Description: Lot # ____ Block _____

 Plan # _____

 Civic address (if one exists): _____

Whereas, (Full Name of Band Member) _____,

(Band No.) _____ agrees to insure the building located at Lot# ____ Block _____, Plan #

_____, Civic Address (if one exists) _____ in favour of (name of Lender)

_____, and

And Whereas, (Full Name of Band Member) _____,

(Band No.) _____ agrees that cash release shall be in the form of progress draws approved

and authorized by (name of Lender) _____,

Now therefore be it resolved:

That the Atikameksheng Anishnawbek Council approves the request of, (Full Name of Band

Member) _____, (Band No.) _____ to

guarantee payment of the loan to (Full Name of Band

Member) _____, (Band No.) _____ in the amount
of \$ _____ from (name of Lender) _____
_____ and authorizes the signing of the Loan Guarantee
Agreement.

(signature)

(name)

(date)

(date)

(signature)

(name)

(date)

(date)

(signature)

(name)

(date)

(date)

Schedule “B” – Encumbrances on the Land

[list any encumbrances on the Land that appear in the FNLRs for the applicable lot and as disclosed by the Borrower under section 6.2]

Schedule “C” – Transfer of Certificate of Possession

Transfer of Certificate of Possession

I/We _____, member(s) of Atikameksheng Anishnawbek in lawful possession of the land located on Atikameksheng Anishnawbek reserve land located at: (Describe the land being transferred)

_____ (the “Land”) as evidenced by a Certificate of Possession (the “CP”),

1. DO HEREBY in consideration of the loan guarantee provided to me by Atikameksheng Anishnawbek, and the sum of \$1.00, the receipt of which sum is hereby acknowledged, transfer to Atikameksheng Anishnawbek my CP free and clear of any and all charges, claims, security interests and encumbrances of any sort.
2. For certainty, my/our interest in the CP does not include any right, title or interest to any substance considered to be hazardous under applicable environmental and similar laws.
3. I/we represent(s) that no other person has a claim or can make a claim against the CP, including under the operation of applicable matrimonial property law.
4. I/we acknowledge that if there is more than one transferor making a declaration herein, the obligations of all transferors shall be joint and several.

THE TRANSFEROR(S) ACKNOWLEDGE HAVING READ THIS TRANSFER/DECLARATION AND HAVING RECEIVED A DUPLICATE COPY THEREOF.

[Keep the following paragraph for a home purchase; delete for home renovation or refinance]

THE DIRECTION IN THIS TRANSFER FORM COMES INTO EFFECT UPON THE COMPLETION OF THE PURCHASE AGREEMENT FOR THE HOME LOCATED ON THE LAND THAT SERVES TO TRANSFER LEGAL OWNERSHIP OF THE HOME AND CP TO ME/US FROM THE SELLER OF THE HOME.

In witness whereof I/We, have hereunto subscribed my/our name(s) this _____ day of _____, 20____.

Signed in the presence of

(Witness Name)

(Witness Signature)

(Transferor Signature)

(Witness Name)

(Witness Signature)

(Transferor Signature)

NOTE:

1. Where the Transferor signs by "mark", TWO witnesses are required, neither of whom may sign by "mark".
2. Affidavit of Execution to be completed on the following page by the witness. Where more than one witness, additional Affidavits of Execution are required.
3. Where only one witness for both signatures inserts "as to both signatures".

AFFIDAVIT OF EXECUTION

CANADA)

PROVINCE OF ONTARIO) I, _____

) Of the City of _____

)

) in the Province of Ontario

TO WIT:)

) Make oath and say:

- 1. That I was personally present and did see the within instrument duly executed by:

(Where execution by mark insert applicable section)

- 2. That I know the said party(ies) and that the said party(ies) in my belief is/are the full age of _____ years.

- 3. That I am the subscribing witness to the said instrument

(Witness Signature)

SWORN/AFFIRMED BEFORE me

at _____,
in the Province of Ontario,

This _____ of _____, _____.
(Day) (Month) (Year)

A Notary Public/Commissioner for Oaths in and for the

Province/Territory: _____

My commission expires (if applicable): _____

NOTE: EXECUTION BY MARK

Where the transfer is signed by mark the following should be added to the attestation section to be signed by the witness: "The said transfer having been first truly and audibly read over to him/her, when he/she appeared to understand it, and made his/her mark hereto in our presence as a foresaid."

ATIKAMEKSHENG ANISHNAWBEK CERTIFICATE OF HOME OWNERSHIP

Name of Owner(s): _____

Address of Owner: _____
Atikameksheng Anishnawbek
Administration Office
25 Reserve Road
Naughton ON P0M 2M0

“Residential House”: the Residential Buildings located at # Street, Atikameksheng Anishnawbek, I.R. # __, Naughton, ON.

This is to certify that on the __ day of _____, 20__, the person(s) set out above are registered as the Legal Owner(s) of the Residential House.

Atikameksheng Anishnawbek [*select one: has granted OR will grant*] the Buyer the exclusive right to use, occupy and enjoy the lands underlying the Residential House (the “Lands”) subject to the terms of the Certificate of Possession for the applicable land (“CP”).

SIGNED AND DATED by the Atikameksheng Anishnawbek at Naughton, ON

Atikameksheng Anishnawbek
Gimaa or
Councillor

Atikameksheng Anishnawbek Councillor

**APPENDIX U – RESIDENTIAL HOUSE PURCHASE AGREEMENT AND
ACKNOWLEDGMENT OF CERTIFICATE OF POSSESSION**

**RESIDENTIAL HOUSE PURCHASE AGREEMENT AND ACKNOWLEDGMENT OF CERTIFICATE
OF POSSESSION**

This AGREEMENT is dated for reference _____.

Between:

(The Seller)
Atikameksheng Anishnawbek
Administration Office
25 Reserve Road
Naughton ON P0M 2M0

And

(The Buyer)
John Smith
[Address]

WHEREAS: the Buyer has satisfied the terms of the Buyer’s Rent-to-Own Agreement with Atikameksheng Anishnawbek for the Residential House and has delivered notice of his or her intention to exercise the option to purchase the Residential House.

WHEREAS: the Buyer is eligible to hold a Certificate of Possession in accordance with the Atikameksheng Anishnawbek Land Code and any applicable Atikameksheng Anishnawbek Laws and policies.

THEREFORE: this Agreement signifies the transfer of ownership of the Residential House to the Buyer and enables the Atikameksheng Anishnawbek Council to issue the Buyer a Certificate of Possession for the Land.

1. Definitions

1.1 In this Agreement,

- a) “Certificate of Home Ownership” means the certificate evidencing ownership of the Residential House.
- b) “Certificate of Possession” has the same meaning as in the Atikameksheng Anishnawbek Land Code.
- c) “Closing Date” means *[set out the date the land and house will transfer to the Buyer]*.
- d) “Land” means the land upon which the Residential House is located at _____, Atikameksheng Anishnawbek I.R. No. __ and with a legal description of _____ **[set out legal description of the lot from the FNLRS]**.

e) "Residential House" means the residential buildings and the attached goods located on the Land.

2. Residential House

2.1 The following unattached goods (chattels) are included with the Residential House [please check all that apply]:

_____ Washer _____ Dryer _____ Woodstove _____ Stove
_____ Fridge _____ Other

2.2 Unless otherwise agreed in writing, title to the Residential House will be free and clear of all encumbrances, registration and obligation except the following:

- a) Those implied by law.
- b) Those items which the Buyer agrees to assume in this Agreement, which are listed here:

2.3 The Land is subject to the following encumbrances, charges, or restrictive covenants:

3. Transaction

3.1 The Buyer and the Seller agree to act cooperatively, reasonably, diligently and in good faith in completing this transaction.

4. Closing

4.1 This Agreement will be completed on the Closing Date.

5. Atikameksheng Anishnawbek Laws

5.1 By signing this Agreement, the Buyer acknowledges that their ownership and occupation of the Residential House and their occupation and possession of the Land are subject to the Atikameksheng Anishnawbek Land Code and any Atikameksheng Anishnawbek Law, bylaw or policy in force now and that may be approved in the future.

6. Insurance

- 6.1 The Buyer must secure and maintain insurance for the replacement value of the Residential House that includes coverage for all perils. The Buyer is encouraged to purchase and maintain contents insurance for the Residential House.
- 6.2 The Seller is not responsible for any loss incurred by the Buyer, or any other person related to the Residential House under any circumstances, including, but not limited to theft and natural disaster.
- 6.3 The insurance obligations imposed under this section 6 may be modified by the terms of a Security & Indemnity Agreement between the Buyer and Atikameksheng Anishnawbek.

7. Allocation of Risk

- 7.1 The risk of loss or damage to the Residential House and the Land lies with the Seller until the Closing Date. Upon the Closing Date, all risk to the Residential House and the Land becomes the responsibility of the Buyer, and it will be up to the Buyer to provide insurance on the Residential House that complies with section 5 of this Agreement, or any additional insurance obligations imposed in an Atikameksheng Anishnawbek Law, policy or financing document.

8. Conditions

- 8.1 Buyer conditions (without restricting the application of the applicable provisions of the Housing Policy), after the Closing Date:
 - a) the Buyer is responsible for all risks associated with and maintenance of the Residential House, including (without limiting the generality of the foregoing), all structural, electrical, plumbing and other repairs or replacements, and the Seller will have no further obligation or liability in relation to the Residential House.
 - b) the Buyer is responsible for all risks associated with and maintenance of the Land.
 - c) The Buyer must maintain the Residential House and the Land to ensure compliance with all Atikameksheng Anishnawbek Laws and policies and all applicable health and safety standards.
- 8.2 The Seller's conditions after the Closing Date:
 - a) the Seller will take the necessary steps to promptly
 - i. grant the Buyer an Allotment for the Land; and
 - ii. transfer to the Buyer the Certificate of Possession.
 - b) the Seller will authorize the Atikameksheng Anishnawbek Executive Director or the Atikameksheng Anishnawbek Housing Manager to issue to the Buyer a Certificate of Home Ownership.

9. Offer

- 9.1 The Buyer offers to buy the Residential House according to the terms of this Agreement for consideration of one dollar (\$1.00).

9.1 In consideration of one dollar (\$1.00) the Seller transfers all claims to ownership of the Residential House to the Buyer.

10. Entire Agreement

10.1 This Agreement constitutes the entire agreement between the Buyer and the Seller with regard to the Residential House and the Land and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

10.2 No change or modification of this Agreement is valid unless in writing and executed by the Parties in the same matter as this Agreement.

SIGNED AND DATED at Atikameksheng Anishnawbek, BC on _____.

Buyer

Buyer

Witness

ACCEPTANCE

The Seller accepts the Buyer's offer and agrees to sell the Residential House for the noted consideration according to the terms of this Agreement.

SIGNED AND DATED at Atikameksheng Anishnawbek, BC on _____.

Authorized signatory for the Seller: [print name]

Witness

APPENDIX V – LIST OF RELEVANT LEGISLATION, ACTS AND POLICIES

Atikameksheng Anishnawbek G'Chi-Naaknigewin (Constitution) July 24, 2015

Atikameksheng Anishnawbek Land Management Code (2008)

Atikameksheng Anishnawbek Financial Administrative Law (FAL) 2010

Atikameksheng Anishnawbek Financial Policy 2010

Draft Comprehensive Community Plan approved by Council on June 8, 2020

Act respecting First Nations, Inuit and Metis children, youth and families (the Act) January 1, 2020

Ontario Building Code

National Building Code of Canada

Health Canada Environment Services - Septic

First Nations Sustainable Development Standards

APPENDIX W – APPEALS AND REDRESS COMMITTEE MEMBER OATH

I, _____, an appointed member of the Appeals and Address Committee, on _____, 20____, hereby solemnly swear or affirm that for the term of my appointment I will.

- (a) perform the duties as a member of the Appeals and Redress Committee faithfully, impartially and to the best of my ability.
- (b) respect the integrity of my fellow Committee members in any decision-making process.
- (c) comply with the rules and procedures contained in Atikameksheng Anishnawbek Housing Policy.
- (d) avoid a conflict of interest*, or the appearance of a conflict of interest.
- (e) keep matters discussed that pertain to my service as a Appeals and Redress Committee member strictly confidential and not disclose any confidential information without the prior written approval of the Atikameksheng Anishnawbek Council and will not disclose confidential information to any 3rd party unless disclosure is required by law or a term of the Atikameksheng Anishnawbek Housing Policy; and
- (f) act in the best interest of Atikameksheng Anishnawbek.

I have read the Atikameksheng Anishnawbek Housing Policy and understand my duties and obligations of the Appeals and Redress Committee and Appeals and Redress Committee members.

Housing Committee Member Signature

Date

Housing Manager

Date

**“Conflict of Interest” means any situation that might cause an impartial observer to reasonably question whether a Committee member’s actions are influenced by considerations of private interests that would result in the Committee member receiving a direct personal benefit, such as financial interests, personal interests, personal relationships, or interests related to other outside activities.*

[signature]

[print name]

Sworn or affirmed before Elder, [print name]:

[signature]

Province of Ontario

This__ day of _____, 20__.
