



## HOUSING POLICY

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## PART I – General

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

### 1.0 Introduction

#### 1.1 Purpose

Wahnapitae First Nation (WFN) has developed this Policy for the betterment of the community. A structured housing policy provides the Housing Department, WFN Staff, Chief & Council and Band Members with a framework, to administer the housing program in a manner that is unbiased, fair, transparent and meets the needs of members (strategic plan goals, and vision)

#### 1.2 Goals

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

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

### 2.0 Definitions

"Active Applications"	means an application that is completed when submitted and updated annually by the applicant.
"Band"	means the WFN.
"Band-Administered Home"	means a home that falls under the WFN Housing Department and includes Band Rental Units.
"Band Council Resolution"	means a written resolution or authorizing document of Chief and Council adopted at a duly convened meeting of the elected council for the First Nation.
"Band Member"	means a member of the WFN in accordance with WFN's membership list.
"Certificate of Occupation"	means a statement by the WFN chief and council that provides certain terms and conditions that must be met by the individual member, the council will allot certain specified reserve land.
"Certificate of Possession"	means the right of possession for the land on WFN.
"CMHC"	means the Canada Mortgage and Housing Corporation.



"WFN"	means Wahnapiatae First Nation.
"Council"	means the duly elected chief and council of the Wahnapiatae First Nation.
"Fiscal Year"	means April 1st to March 31st each year.
"Health and safety"	means the minimum requirements for housing that are related to public health as defined in the Ontario Public Health Standards and safety and structural efficiency as defined in the Ontario Building Code.
"Housing Application"	means an application to live in a Rental Unit containing the information in Appendix 1.
"Housing Department"	means the Housing Coordinator and any other staff (including housing committee) employed by WFN to assist in implementing the Housing Policy and overseeing the housing program.
"Housing Stock"	means all Band-Administered Homes.
"Immediate Family"	means a spouse (married or common law), parent, child, brother or sister.
"ISC"	means the former Indian and Northern Affairs Canada, the former Aboriginal Affairs and Northern Development Canada, Indigenous & Northern Affairs Canada and now Indigenous Services Canada.
"INAC Home"	means a Unit that was subsidized by ISC and does not mean a Section 10 Home or a Section 95 Home.
"Inactive Application"	means an application that has not been updated by the applicant for two (2) consecutive years.
"Occupancy Charge"	means funds collected from a Tenant(s) for a particular Rental Unit with no attached mortgage, that are segregated from all other Band funds and used to cover services, maintenance, upkeep and to fund an ongoing replacement reserve for that particular rental unit.
"Occupant"	means an individual occupying a Band-Administered Home, and includes, but is not limited to, Tenants.
"OFNTSC"	Ontario First Nation Technical Services Cooperations (OFNTSC) is a provincial technical organization consisted of mostly of indigenous experts and technical staff.
"Policy"	means the First Nation Housing Policy.
"Privately Owned Home"	means a home that is owned by a WFN Member where the WFN holds no responsibility to the home, which includes homes

	transferred to a Tenant at the end of a Rent-to Own Agreement, and Capital Homes.
"Rental Unit"	means a Band-Administered Home that is subject to a Tenancy Agreement.
"Repayment Agreement"	means an agreement entered into between a Tenant and WFN for repaying rental arrears.
"Section 10 Home"	means a Unit that is financed through the Section 10 Program Ministerial Guarantee program through ISC.
"Spouse"	means a person who is married to another person or who has lived with another person in a marriage-like relationship for a period of at least one (1) year and includes persons of the same gender.
"Tenant"	means an occupant or occupants who have entered into a Tenancy Agreement with WFN in order to occupy a Band-Administered Home.
"Unit"	means a Band-Administered Home.
"Waiting List"	mean all active applications on file.

### 3.0 Authority and Application

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

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

## 4.0 Governance

### 4.1 Housing Department

The Housing Coordinator oversees all matters related to the administration of Band-Administered Homes.

#### **Housing Department Roles and Responsibilities**

The following functions will be delegated to the Housing Coordinator:

- i. issue evictions as required under the Housing Policy.
- ii. prepare and present annual budgets to Chief & Council.



- iii. ensure reports are prepared and presented to Chief & Council;
- iv. advise Chief & Council on the implications of any transaction or policy changes contemplated.
- v. manages and carry out the day to day operations required to implement and oversee the housing program(s) and other related duties;
- vi. complete inspections on all work done on Band-Administered Homes, before, during and after work is done.
- vii. accept and score Housing Applications.
- viii. score Housing Applications and submit to Facilities and Infrastructure Director for review.
- ix. keep the Council up to date on workshops, training, funding opportunities, and on any relevant correspondence;
- x. ensure rent is collected.
- xi. ensure monthly payments from Social Assistance recipients are being made.
- xii. update the Chief & Council on arrears.
- xiii. adhere to all applicable codes and guidelines, including building codes.
- xiv. prepare all notices, including arrears letters and repayment plans.
- xv. maintain and update tenant files, the housing list and renovation requests.
- xvi. provide construction and renovation updates to the Chief & Council on an as needed basis;
- xvii. deliver a Basic Home Maintenance Workshop for all new Occupants before they get keys to a Unit.
- xviii. deliver fire safety sessions for all homes (new and existing).
- xix. promote and manage the housing programs; and
- xx. communicate decisions of the Chief and Council to the appropriate individuals.

## PART II –Nation Administered Homes

Band Administered Homes are homes that fall under the WFN Housing Department and includes Band Rental Units and Band Rent to Own Units.

### 5.0 Band Rental Units

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

## 5.1 Rental Housing Application Requirements

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

### **Housing Application Form**

A Housing Application form (Appendix 1) must be completed in full and submitted to the Housing Department. To remain active and on file, Housing Applications must be updated every two (2) years. Applicants are responsible for updating the application on file with the Housing Department. The Housing Coordinator shall provide updates to the Executive Director and inform the applicant they are on the list. An application that has not been updated for at two (2) consecutive years will be considered inactive and removed from the housing waiting list.

### **Applicant Eligibility Requirement**

#### **Age Requirement**

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

#### **Income Requirement**

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

#### **Employee's of Wahnapiatae First Nation**

All Wahnapiatae First Nation (WFN) employees are eligible to apply to reside on Wahnapiatae First Nation as outlined in the Residency Code of the Wahnapiatae First Nation. Employees may rent housing units and will be provided one-year leases tied directly to their employment status with WFN. Employees will pay market rental rates for these units. Upon resignation/termination of employment with WFN, the tenant will have sixty (60) days to vacate the residence.

A consistent source of revenue from these rental agreements will be used to support underfunded programs and initiatives at Wahnapiatae First Nation, helping to address community priorities.

#### **Non-Members**

**Non-members are also eligible to apply for rental housing on Wahnapiatae First Nation. They will be placed on the housing list and, if selected, will be given the same treatment as employees, including one-year leases tied to their rental agreement. Non-members will also pay market rental rates for these units**



### **Priority and Housing Allocation**

**Priority for housing on Wahnapiatae First Nation will always be given to members of the community. To ensure fair and transparent allocation, separate waiting lists will be maintained for members, employees, and non-members:**

- 1. Members List: Members of Wahnapiatae First Nation will have the highest priority for available housing units.**
- 2. Employees List: Employees of Wahnapiatae First Nation who are not members will be considered after all member housing needs have been addressed.**
- 3. Non-Members List: Non-members will be considered for housing only after the needs of members and employees have been met.**

**This system ensures that the housing needs of Wahnapiatae First Nation members are always prioritized while still offering opportunities for employees and non-members to apply for rental housing when availability permits.**

### **Family Composition**

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

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

### **Rental History**

If a Tenant was evicted from a Rental Unit in the community, he or she will not be eligible to apply for another Rental Unit until at least one (1) year from the date of the eviction has passed and any outstanding rent arrears are paid in full.

### **5.2 Selection Criteria for Rental Units**

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

Only applicants who match the home will be scored. This means that by scoring the application will not result in an overcrowding situation as defined by National Occupancy Standards or an over housing situation (more bedrooms than people).

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



In order to avoid any conflicts of interest and to keep the selection process fair, an **anonymous scoring process will be used whereby the Housing Coordinator 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 review. The names of the applicants will not be revealed until applicants are selected.

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

### 5.3 Tenancy Agreement

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

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

Two copies of the Tenancy Agreement shall be signed by the Housing Department and the Tenant(s) prior to occupying the Unit. One copy will be kept by the Housing Department, and another copy will be provided to the Tenant(s). The Tenancy Agreement will be renewed on an annual basis. A tenant in arrears at the time of renewal (March 31st) will not be offered a new lease and must vacate the premises. The exception will be if tenants have entered into a Rental Arrears Recovery Agreement.

### 5.4 Rental Rates

WFN Chief and Council set rents for Rental Units based on recommendations of the Housing Department.

Rents shall be reviewed annually with 90 days' notice.

### 5.5 Payment of Rent

All Tenants are required to pay rent to contribute toward the cost of housing. Rental payments will be used to protect the community's investment in its Housing Stock and to maximize housing resources. Rent is due on the on the 1st day of the month. All Tenants occupying a Rental Unit have agreed to pay rent, as stated in their Tenancy Agreement.

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

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

## 5.6 Rent Arrears

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

- i. A first notice (Appendix 4) will be sent to the Tenant(s) fourteen (14) days after rent is due. The Tenant shall immediately pay the rental arrears in full or if agreed by the Landlord an Arrears Repayment Plan will be created and entered into, and which Repayment Plan must be approved by the Executive Director
- ii. If after the 20 days of the due date no payment has been received, a second written notice (Appendix 5) will be delivered along with a scheduled time for a meeting between the Tenant and the Housing Department to discuss the situation and to make arrangements for the repayment of the rental arrears by entering into an Arrears Recovery Agreement.
- iii. If after 30 days of the due date no payment has been made, a written Final Notice (Appendix 6) will be delivered to the Tenant advising the Tenant(s) that they have 10 working days to make full payment of the arrears plus the current month's rent. Both the Tenant(s) and the Housing Department must agree to all repayment terms in The Repayment Agreement which will include the amount of each repayment instalment and the date the payment is due.
- iv. As a last resort, if at the end of the 10-day period, the Tenant(s) has not made a payment or the Tenant has failed to enter into and/or comply with the terms of a Rental Arrears Recovery Agreement, an eviction notice shall be delivered to the Tenant and the Tenant will have 48 hours to vacate the Rental Unit.
- v. If a tenant receives three Second Notices in one fiscal year is cause for immediate eviction.
- vi. Any rent arrears post eviction may be sent to collections.

## 5.7 General Duties and Responsibilities of Occupants/Tenants

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

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

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

- i. attends the Basic Home Maintenance Workshop prior to moving into a Unit, if available.



- ii. keep Units in good, clean and sanitary condition, including yards. Tenants shall be responsible for damage to the Unit.
- iii. keep Units and surrounding areas clean and free of garbage, junk cars and scrap. Tenants who do not meet this responsibility will be issued a "Violation Notice" (Appendix 9) to remove any garbage, junk cars and scrap, after which the Housing Department will remove the items at the Tenant's expense;
- iv. immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any part of the Unit which requires repair, regardless of who is responsible for repairs.
- v. performs general upkeep on homes and prevent damage from occurring.
- vi. respect the rights and privacy of neighbours.
- vii. contact and obtain permission from the Housing Department before commencing with any major repairs, renovations or improvements as set out according to the terms of this Policy and any agreement between the Tenant and the Band.
- viii. notify the Housing Department prior to building a fence or digging in a yard. This is to ensure that underground utility lines are not disturbed, and property boundaries are respected.
- ix. ensure that all utilities and other services are in a Tenant's name (or other individual's name if another individual has agreed to be held responsible for the utilities of the Tenant), so as to ensure that utility and other companies do not forward bill(s) to the Band.
- x. carry insurance to cover personal property in the Unit. Should disaster strike, WFN, including the WFN Housing Department, will not be responsible for the loss of any personal property.
- xi. indemnify and save harmless WFN from all liabilities, fines, suits and claims of any kind or which the Housing Department may be liable or suffer by reason of the Tenant's occupancy of the premises.
- xii. refrain from making any improvements or alterations to a Unit, which may render void or voidable any policy of insurance held by WFN generally and/or the WFN Housing Department specifically; and
- xiii. immediately notify the Housing Department when planning to vacate or leave a Unit for more than 10 days.

Tenants must not:

- i. switch Units.
- ii. assign or sub-let a Unit.



- iii. sell, transfer or otherwise dispose of any appliances, or other equipment without the direct approval by the Housing Department, unless appliances are owned by the Tenant.
- iv. use the Unit or allow the Unit to be used for any purpose other than a residential dwelling for the authorized Tenant(s) of the Unit unless other arrangements have been made through the Housing Department in writing; and
- v. shall not smoke or cultivate cannabis from a band owned unit.

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

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

## 5.8 Maintenance

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

- I. roof repairs,
- II. plumbing repairs,
- III. hot water tank replacement,
- IV. electrical work,
- V. repairing Band-owned appliances (as long as they have not been damaged or overloaded),
- VI. replacing broken windows (as long as they have not been damaged by the Occupant(s)),
- VII. repairing driveways,
- VIII. repairing floors, exterior doors, interior door and cabinet hardware and cupboards,
- IX. HVAC

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

the repairs, a list of repaired items and the costs of the repairs will be kept with the Housing Department.

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

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

### 5.9 Renovation of Rental Units

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

### 5.10 Insurance

WFN will provide basic insurance coverage for all Band Administered Homes through WFN's insurance policy. Such insurance will include replacement cost (fire) but NOT content insurance. Tenants are encouraged to purchase content insurance on their own. WFN will not be responsible for the loss of any personal property due to fire or damage.

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

### 5.11 Fires

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

- I. Occupants of the Unit.
- II. location of the Unit.
- III. how the fire was started.
- IV. report of injuries or fatalities; and
- V. extent of damage to the house.

The Housing Department shall also:

- I. report to authorities, as required; and
- II. file an official Fire Report.

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



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

## 5.12 Inspections

### 5.12.1 Regular Inspections

Rental housing units shall be inspected at least once annually. The inspection will be carried out to record the condition of the unit. These inspections will identify the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the Tenant. Refer to Appendix 2 for a copy of the Home Inspection form.

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

### 5.12.2 Move-In Inspection

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

### 5.12.3 Move-Out Inspection

- i. A move-out inspection will be completed by the Housing Department representative and Tenant on the day the Tenant ceases to occupy the rental unit or on another mutually agreed day – as soon after move-out as possible.
- ii. The Housing Department representative must complete a unit condition inspection report. Both the Housing Department and Tenant or witness must sign the unit condition inspection report and the Housing Department must give the Tenant a copy of the report.
- iii. The Housing Department representative shall make the inspection and complete and sign the condition inspection report without the Tenant if the Housing Department has provided notice as required above and the Tenant does not participate, or the Tenant



has abandoned the rental unit or has been evicted. The Housing Department must be accompanied by a witness, who will be another Band staff member.

iv. Any repairs required to the unit resulting from damage by the Tenant(s) or their guests shall be confirmed in writing to the Tenant(s) and cost recovery will be pursued by the Housing Department. Tenants will not be billed for regular wear and tear. Photos to be included. A copy of the report will be provided to the Tenant.

### 5.13 Death of Tenant

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

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

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

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

- (a) surviving spouse.
- (b) children of the deceased Tenant who are over eighteen (18); and
- (c) legal guardian of children of the deceased Tenant who are under eighteen (18) years of age.

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

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

If the deceased Tenant has no eligible next of kin, as set out in the priority list above, the Housing Department will wait fourteen (14) days before consulting with family members regarding any personal belongings left in the Rental Unit by the deceased Tenant. After the fourteen (14) day period, the family, or executor, or coordinator will be required to make the necessary arrangements to have access to the Rental Unit to remove all personal belongings within another ten (10) days.

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

#### 5.14 Marital Breakdown

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

##### 5.14.1 General

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

Spouses must notify WFN in writing that they have formerly separated and that they no longer wish to live together. Upon receiving this notification, WFN will implement the clauses in part 5.14 of this Policy.

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

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

##### 5.14.2 Marital Breakdown: Joint Tenants with no children

If Joint Tenants separate and are unable to agree within 30 days of the separation as to which Joint Tenant will retain possession of the Rental Unit, each individual Joint Tenant will submit a new Housing Application (Appendix 1) to the Housing Department.

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

##### 5.14.3 Marital Breakdown: Joint Tenants with children

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

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



#### 5.14.4 Marital Breakdown: Non-member Spouse with children

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

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

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

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

The Non-member Spouse will enter into a Tenancy Agreement with WFN as legal guardian on behalf of the children.

#### 5.15 Eviction

Any Occupant who chooses not to enter into or renew a Tenancy Agreement with WFN will be evicted. The WFN reserves the right to evict Tenants/Occupant(s) from Units in certain circumstances. The Housing Department shall issue evictions under this section of the policy.

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

Tenants/Occupant(s) may face eviction for:

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

##### 5.15.1 Breach of the Policy and/or a Tenancy Agreement

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

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



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

1. making false declarations on a Housing Application that results in a housing allocation;
2. convicted of trafficking narcotics or carrying out other illegal business activities in or from a Band Unit;
3. Rental Arrears at the time of lease renewal (March 31st) unless tenant has signed a rental arrears recovery agreement;
4. Extraordinary Willful Damage (\$5,000); and
5. Neglect.

#### 5.15.2 Repeatedly Causing a Nuisance or Public Disturbance

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

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

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

#### 5.15.3 Rental Arrears

A Tenant may be subject to eviction for falling into rental arrears. Where the reason for eviction is rental arrears, the Tenant will also be advised that in order to qualify for housing in future, the rental arrears must be paid in full. The policy and procedure with respect to rental arrears is outlined in section 5.6 of this Policy.

#### 5.15.4 Abandoned Unit

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

#### 5.15.5 Vacating the Unit

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

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

## 6.0 Background and Purpose of – Rent to Own Home Policy

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

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

The Band member occupies the home as a tenant and pays the rent to help cover the ongoing unit operating costs. In addition to subsidized rent, members will be provided with maintenance and replacement cost insurance coverage at no additional cost for the duration of the rent-to-own agreement. This subsidized rent does not reflect the actual cost of the Rent-to-Own unit.

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

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

### 6.1 Rent-to-Own Agreement

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

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



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

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

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

## 6.2 Rent-to-Own Housing Application Requirements

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

### **Housing Application Form (Appendix 2)**

A first step is for members to complete a Housing Application form and to submit the completed form to the Housing Department. To remain active and on file, Housing Applications must be updated annually. Applicants are responsible for updating the application on file with Housing Department. An application that has not been updated for at two (2) consecutive years will be considered inactive and the applicant will be removed from the housing waiting list.

### **Applicant Eligibility Requirement**

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

#### **Age Requirement**

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

#### **Income Requirement**

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

#### **Family Composition**

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 list of family members.

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



### **Rental History**

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

### **6.3 Selection Criteria for Rent-to-Own Units**

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

Only applicants who match the home will be scored. This means that by scoring the application will not result in an overcrowding situation as defined by National Occupancy Standards or an over housing situation (more bedrooms than people).

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.

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 Coordinator 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 review. The names of the applicants will not be revealed until applicants are selected.

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

### **6.4 Rental Rates**

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

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

### **6.5 Payment of Rent**

All Tenants are required to pay rent to contribute toward the cost of housing. Rental payments will be used to protect the community's investment in its Housing Stock and to maximize housing resources. Rent is due on the on the 1st day of the month. All Tenants occupying a Rental Unit have agreed to pay rent, as stated in their Tenancy Agreement.

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

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

## 6.6 Rent Arrears

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

## 6.7 General Duties and Responsibilities of Occupants/Tenants

All individuals who live in a Rent-to-Own Unit have certain responsibilities which must be adhered to in order for them to continue occupying the Unit. In general, all individuals must comply with WFN Laws, Bylaws and Policies, including the terms of this Policy. In addition, all individuals who have signed an agreement with the WFN, including a Rent-to-Own Agreement, must comply with the terms of that agreement. It is the responsibility of all members living in a Rent-to-Own Units to become familiar with all of their responsibilities and obligations.

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

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

- i. attend the Basic Home Maintenance Workshop prior to moving into a Unit, if available;
- ii. keep Units in good, clean and sanitary condition, including yards. Tenants shall be responsible for damage to the Unit.
- iii. keep Units and surrounding areas clean and free of garbage, junk cars and scrap. Tenants who do not meet this responsibility will be issued a "Violation Notice" (Appendix 10) to remove any garbage, junk cars and scrap, after which the Housing Department will remove the items at the Tenant's expense;
- iv. immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any part of the Unit which requires repair, regardless of who is responsible for repairs;
- v. perform general upkeep on homes and prevent damage from occurring.
- vi. respect the rights and privacy of neighbours.
- vii. contact and obtain permission from the Housing Department before commencing with any major repairs, renovations or improvements as set out according to the terms of this Policy and any agreement between the Tenant and the Band.
- viii. notify the Housing Department prior to building a fence or digging in a yard. This is to ensure that underground utility lines are not disturbed.
- ix. ensure that all utilities and other services are in a Tenant's name (or other individual's name if another individual has agreed to be held responsible for the utilities of the Tenant), to ensure that utility and other companies do not forward bill(s) to the Band.



- x. carry insurance to cover personal property in the Unit. Should disaster strike, WFN, including the WFN Housing Department, will not be responsible for the loss of any personal property.
- xi. indemnify and save harmless WFN from all liabilities, fines, suits and claims of any kind or which the Housing Department may be liable or suffer by reason of the Tenant's occupancy of the premises.
- xii. refrain from making any improvements or alterations to a Unit, which may render void or voidable any policy of insurance held by WFN generally and/or the WFN Housing Department specifically; and
- xiii. immediately notify the Housing Department when planning to vacate or leave a Unit for more than 10 days.

Tenants must not:

- i. switch or transfer Units.
- ii. assign or sub-let a Unit.
- iii. sell, transfer or otherwise dispose of any appliances, or other equipment without the direct approval by the Housing Department, unless appliances are owned by the Tenant.
- iv. use the Unit or allow the Unit to be used for any purpose other than a residential dwelling for the authorized Tenant(s) of the Unit unless other arrangements have been made through the Housing Department in writing.
- v. Shall not cultivate or smoke cannabis from a band owned unit.

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

- i. sign an updated Rent-to-Own Agreement on the 5<sup>th</sup> year anniversary of the Tenant's Rent-to-Own Agreement. Only Tenants **not** in arrears are permitted to sign a new Rent-to-Own Agreement. If a Tenant is in arrears on the 5<sup>th</sup> year anniversary of the Tenant's Rent-to-Own Agreement, they shall be evicted.
- ii. ensure that visitors and occupants also comply with all terms of the Rent-to-Own Agreement and this Policy; and
- iii. pay rent regularly and on time, as per the terms of the Rent-to-Own Agreement and this Policy.

## 6.8 Maintenance

The Housing Department is responsible for carrying out major repairs to Rent-to-Own Units until the terms of the Rent-to-Own Agreement have been met. These responsibilities include replacing fixtures and appliances, as well as repairs arising from normal wear and tear. Major repairs and replacements are generally defined as including:

- i. roof repairs,
- ii. plumbing repairs,



- iii. hot water tank replacement,
- iv. electrical work,
- v. repairing Band-owned appliances (if they have not been damaged or overloaded),
- vi. replacing broken windows (if they have not been damaged by the Occupant(s)),
- vii. repairing floors, doors and cupboards.

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

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

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

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

#### 6.9 Insurance

WFN will provide basic insurance coverage for all Band Administered Homes through WFN's insurance policy. Such insurance will include replacement cost (fire), but not content insurance.

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

#### 6.10 Fires

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

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

The Housing Department shall also:

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

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

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

## 6.11 Inspections

### 6.11.1 Regular Inspections

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

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

### 6.11.2 Move-In Inspection

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

### 6.11.3 Move-Out Inspection

- i. A move-out inspection will be completed by the Housing Department representative and Tenant on the day the Tenant ceases to occupy the rental unit or on another mutually agreed day – as soon after move-out as possible.
- ii. The Housing Department representative must complete a unit condition inspection report. Both the Housing Department and Tenant or witness must sign the unit condition inspection report and the Housing Department must give the Tenant a copy of the report.
- iii. The Housing Department representative shall make the inspection and complete and sign the condition inspection report without the Tenant if the Housing Department has provided notice as required above and the Tenant does not participate, or the Tenant has abandoned the Rent-to-Own Unit or has been evicted. The Housing Department



- must be accompanied by a witness, who will be a member of the Housing Committee or other Band staff member when a member of the Housing Committee is unavailable.
- iv. Any repairs required to the unit resulting from damage by the Tenant(s) or their guests shall be confirmed in writing to the Tenant(s) and cost recovery will be pursued by the Housing Department. **Tenants will not be billed for regular wear and tear.** Photos to be included. A copy of the report will be provided to the Tenant.

#### 6.12 Transfer of Ownership of Rent-to-Own Unit

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

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

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

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

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

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

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

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

- (a) meet all the eligibility criteria for a Rent-to-Own Agreement as set out in Sections 6.1 to 6.3 of this Policy; and



- (b) agree to pay Rent, without assistance from WFN or any social assistance program, for the minimum range of years stipulated in the table below, depending on the age of the Rent-to-Own Home at the time of re-allocation.

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

**Should Tenants transfer homes to their children or immediate family member (brother, sister, parent), who must meet the eligibility criteria in section 6.1 to 6.3 for rent-to-own, the children or immediate family member will receive credit for the years that their parents paid into the Rent-to-Own Agreement. A new Rent-to-Own agreement must be signed.**

#### 6.14 Death of Tenant

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

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

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

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

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

#### 6.15 Marital Breakdown

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

##### 6.15.1 General

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

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

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

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

##### 6.15.2 Marital Breakdown: Joint Tenants with no children

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

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



#### 6.15.3 Marital Breakdown: Joint Tenants with children

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

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

#### 6.15.4 Marital Breakdown: Non-member Spouse with children

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

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

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

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

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

#### 6.16 Eviction

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

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

Any person(s) occupying a Unit without the permission of the Housing Department may be evicted immediately and without notice. In addition, the Band reserves the right to evict any non-Band

member Occupant of a Unit if, in the opinion of the Housing Committee and Council, an eviction is in the best interest of the Band.

Tenants/Occupant(s) may face eviction for:

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

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

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

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

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

- 1. making false declarations on a Housing Application that results in a housing allocation;
- 2. convicted of trafficking narcotics or carrying out other illegal business activities in or from a Band Unit.
- 3. Extraordinary Wilful Damage (\$5,000); and
- 4. Neglect.

#### 6.16.2 Repeatedly Causing a Nuisance or Public Disturbance

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

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

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

#### 6.16.3 Rental Arrears

A Tenant may be subject to eviction for falling into rental arrears. Where the reason for eviction is rental arrears, the Tenant will also be advised that in order to qualify for housing in the future, the rental arrears must be paid in full. The policy and procedure with respect to rental arrears is outlined below in section 5.6 of this Policy.



#### 6.16.4 Abandoned Unit

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

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

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

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

#### 6.17 Vacating the Unit

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

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

### PART III – Privately Owned Homes

#### 7.0 Privately Owned Homes

Privately Owned Homes are homes that have been either built by a member on land held by certificate of possession and the homeowner has obtained a mortgage to build the home (Mortgage Home). The care, maintenance and upkeep of a privately owned home rests entirely on the owner of the home. Given this, the homeowner is responsible for complying with all applicable WFN laws and policies.

#### 7.1 General Duties and Responsibilities of Homeowners

All individuals who live in a Privately Owned Home have certain responsibilities which must be adhered to. In general, all individuals must comply with WFN Laws, Bylaws and Policies, including the terms of this Policy. In addition, all individuals who have signed an agreement with the WFN, must comply with the terms of that agreement. It is the responsibility of all members living in a Privately Owned Home to become familiar with all their responsibilities and obligations.

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

- I. keep lot and surrounding areas clean and free of garbage, junk cars and scrap.
- II. respect the rights and privacy of neighbours.
- III. notify the Housing Department prior to building a fence or digging in a yard. This is to ensure that underground utility lines are not disturbed, and property boundaries are respected.
- IV. ensure that all utilities and other services are in the Homeowner's name (or other individual's name if another individual has agreed to be held responsible for the utilities of the Homeowner), to ensure that utility and other companies do not forward bill(s) to the Band.
- V. carry insurance to for fire and to cover personal property in the Home. Should disaster strike, WFN, including the WFN Housing Department, will not be responsible for the loss of any personal property.

## 7.2 Maintenance

Homeowners are responsible for carrying out all major and minor repairs to a Privately Owned Home, including the replacement of fixtures and appliances, as well as repairs arising from normal wear and tear. The Housing Department is not responsible for any repairs or maintenance of Privately Owned Homes. Homeowners may be eligible for assistance in renovations such as RRAP or HASI listed below and building capacity initiatives.

## 7.3 Insurance

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

WFN is not responsible for any uninsured Privately Owned Homes.

## 7.4 Transferring and Leasing

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

**The leasing of property is prohibited and must be subject to the approval of Chief and Council.**

### Criteria:

- i. home is being transferred to a WFN Member; and
- ii. Understands and agrees to assume all the rights and responsibilities of homeownership including maintenance, repairs & fire insurance.



### 7.5 Marital Breakdown

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

### 7.6 Death of a Homeowner

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

## PART IV – Renovation Programs

### 8.0 Residential Rehabilitation Assistance Program (RRAP)

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

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

#### **Eligibility**

Funding may be available to repair or renovate houses that lack basic facilities or 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 or be responsible for the cost of alternative housing for Tenant(s)/Homeowner(s) while major renovations are being carried out. It is up to the

Tenant(s)/Homeowner(s) to find a place to stay. Notice of 120-day will be provided to the Tenant(s)/Homeowner(s) by the Housing Department of major renovations.

#### 8.1 Home Adaptations for Seniors Independence (HASI)

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

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

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

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

All adaptations should be permanent and fixed to the dwelling and must improve the accessibility of the housing for seniors. The program is subject to budget availability. Assistance is available in the form of a forgivable loan through CMHC. The loan does not have to be repaid if 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.

### PART V – Home Construction

#### 9.0 ISC Section 10 Ministerial Loan Guarantee Program

The ISC Section 10 Ministerial Loan Guarantee Program is a key source of external funding available to eligible Members who wish to purchase, build or renovate a home on WFN Land. This section of the Policy sets out the eligibility requirements, policies and procedures for the program.

The program requires WFN to provide mortgage or loan guarantees. Any mortgage or loan given by WFN is at the discretion of Council and subject to WFN's available funds and/or credit. Providing a mortgage or loan guarantee is a financial risk for WFN and, for this reason, WFN may reject an application for a mortgage or loan guarantee at its sole discretion.

The ISC Section 10 Ministerial Loan Guarantee program is a CMHC program through which Borrowers can access financing for the construction, purchase and/or renovation of a single-family home on WFN Land. CMHC provides loan insurance to the approved lender and the loan is secured by a BCR from Council and a Ministerial Loan Guarantee from ISC.



All applicants will be required to sign a Security & Indemnity Agreement with WFN which stipulates the actions that will be taken by WFN in the event of mortgage default.

If repayment of a loan is not made, INAC will pay out the outstanding balance and then require repayment from WFN. Once the mortgage is paid in full, and all other requirements of the loan have been fulfilled, the Certificate of Possession (CP) will be transferred back to member.

### 9.1 Eligibility Criteria

To be eligible to apply for a Section 10 Ministerial Loan Guarantee, a Borrower must:

- (a) be a Member in good financial standing with WFN, having no Arrears or outstanding historical debt owing to WFN.
- (b) be at least eighteen (18) years of age.
- (c) be a first-time homebuyer.
- (d) have access to a lot or have been granted use of the land by WFN.
- (e) contribute a minimum of 5% cash equity as down payment.
- (f) be able to satisfy the minimum requirements for taking out a loan with an approved lender (including a credit rating of 640 or higher and having a total debt servicing ratio not exceeding 40% of gross monthly income).
- (g) be able to support repayment of the loan.
- (h) understand that no home may be transferred in the future to a Non-member; and
- (i) if the loan is for a renovation, agree to submit all receipts for expenditures to the Housing Department.

### 9.2 Pre-Approval

Borrower sends a written expression of interest to the Housing Department.

Once the Housing Department has verified that the Borrower, has access to land on WFN Land, WFN conducts an internal credit check to ensure that the Borrower has no outstanding accounts, such as loans, rental Arrears or other debts. Outstanding accounts for the purpose of this process are accounts that have been outstanding for more than 30 days.

If the Borrower has an outstanding account, WFN must be satisfied that those debts have been settled or that the Borrower has negotiated a repayment plan with the WFN before the Housing Department will issue a Conditional Letter of Support.

- (a) If any outstanding accounts are too high, or if the Borrower refuses to settle those debts or enter debt repayment plans, the application is declined, and no further action is taken on the file.
- (b) If the Borrower initiates a repayment plan for the outstanding accounts, WFN may at its discretion defer the application for six months to ensure that the Borrower abides by the repayment plan.

If the Borrower is in good standing, the Housing Department will issue a Conditional Letter of Support to the financial institute stating that the WFN is prepared to guarantee the Borrower's mortgage provided they meet the lending requirements.

Only after the Borrower has received conditional support from the WFN can the Borrower apply for a pre-approved mortgage. The Borrower 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) Credit rating of 640 or higher.
- (d) Borrower must have good job tenure.

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

The Borrower will be required to obtain and maintain life insurance in an amount sufficient to cover the loan balance and naming WFN as the irrevocable beneficiary. If the Borrower is not eligible for life insurance, the application is declined.

Wahnapitae First Nation Marital Real Property policy will apply for a household that includes a non-band member spouse.

### 9.3 Approval and Construction/Purchase

1. Identification of serviced lot.
2. A title search will be conducted to ensure that the lot is unencumbered, as well as to ensure the lot is surveyed and an environmental site assessment is completed, if required.
3. The borrower must sign the Security & Indemnity Agreement.
4. If the lot is currently held by the Borrower, the lot must be transferred to WFN and WFN will hold the Lot until the mortgage is fully discharged.
5. Borrower to provide evidence of a legally enforceable Will confirming his/her wish to dispose of his/her property upon his/her death. (Heir must be another WFN Member).
6. Borrower to provide financial institute and Housing Department with quote from contractor(s) along with verification of equity. Contractors must be reputable, qualified, have insurance and provide references. In addition, the contractor(s) must be registered and in good standing with WCB and must be capable of bridge financing construction. Loan advances prior to construction beginning are prohibited.



7. Borrower provides site plan to the WFN from where infrastructure is to be installed.
8. Plans from local hardware stores may also be acceptable, provided they are engineered stamped.
9. Necessary loan documents forwarded to Chief and Council for final approval. Chief and Council issue BCR for Ministerial loan guarantee.
10. Contractor to provide proof of liability and/or construction insurance to WFN and Financial Institution.
11. Copy of builder's contract forwarded to WFN and lender and any related correspondence must be forwarded to Housing Department.
12. Construction begins.

All inspections will be established by WFN. A qualified inspector will be assigned and will be responsible for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation.

Equity must be drawn down first prior to the first loan advance being processed.

Final inspections for building, from Health Canada (septic) must be provided to the Housing Department.

Proof of fire insurance provided by Borrower to financial institution prior to move in date.

## 10.0 Home Financing Programs

### 10.0.1 First Nation Market Housing Fund Loans

The market-based housing program is designed to provide affordable mortgages for qualified Wahnapiitae First Nation members who wish to purchase, renovate, construct or refinance a home.

### 10.0.2 TD First Nation Home Loan Program

The TD First Nation Home Loan program is designed to provide affordable mortgages for qualified Wahnapiitae First Nation members who wish to purchase, renovate, construct or refinance a home.

## 10.1 New Construction

For the purpose of this policy, New Construction is defined as the construction of a new home on an existing serviced lot.

### Program Details

Maximum Loan	\$450,000
Maximum Amortization	25 years
Life Insurance	Mandatory
Fire Insurance	Mandatory
Lots	Serviced Lots only (water, hydro & Septic)

Certification of Possession (CPs)	First Nation to hold CPs until mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to Wahnapiatae	To be addressed if Band member is in arrears (all programs).
Construction method	General Contractor only.
Hold back on Construction	10%

### STAGE 1 – Pre-Qualification

1) A Market Based Housing Application is sent by the Band member to First Nation Housing. An orientation package is sent to Band member detailing the eligibility requirements.

2) First Nation conducts internal credit check to ensure there are no accounts in arrears or other debts that are outstanding. Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days. If the band member is in good standing a Conditional Letter of Support (Appendix 1) will be issued to the financial institute stating that the First Nation is prepared to guarantee the band member's mortgage provided they meet the lending requirements:

- a) If the Band member has an outstanding account, a settlement of all debts must be paid in full prior to the issuance of a Conditional Letter of Support.
- b) If accounts are too high or the Band member refuses, the application is declined, and no further action is taken on the file.
- c) If repayment plan is initiated the Wahnapiatae First Nation may at its discretion defer the application for a period of six months to ensure that the Band member abides by the repayment plan.

3) Only after the Band member has received conditional support from the First Nation can the member apply for a pre-approved mortgage. The Band member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank:

- a) Total Debt Servicing (TDS) ratio not to exceed 40%.
- b) Gross up factor on income earned on-reserve will be applied.
- c) Band member must have satisfactory credit (640 or higher)
- d) Band member must have good job tenure.

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

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

5) Wahnapiatae First Nation Marital Real Property policy, once its approved, will apply for a household that includes a non band member spouse.



## STAGE 2 – Approval & Construction

1. Identification of a serviced lot and CP formally transferred to the First Nation, if First Nation does not already hold CP. A title search will be conducted to ensure that the lot is unencumbered, as well as to ensure the lot is surveyed and registered under Canadian Land Survey Registry (CSLR). CP is transferred to Band member only after the mortgage has been fully amortized. Must meet the requirements of *2014 Land Use Plan*.
2. Housing Coordinator or other designated authority will confirm to the Lender that the Band member has met all the pre-established conditions for approval of a loan guarantee and housing lot allocation.
3. Band member to submit two sets of plans, one for the First Nation and one to be forwarded to the financial institution. Any modifications recommended by the technical review must be implemented:
  - a) As a minimum, engineered plans will only be accepted and must be approved by appropriate agency (Health Canada for Septic). In addition, site plan to be provided.
  - b) Plans from local hardware stores may also acceptable, provided they are engineered stamped.
  - c) Plans to be reviewed by Ontario First Nation Technical Services Corporations (OFNTSC) to ensure they meet, as a minimum, Ontario Building Code (OBC).
4. For Modular/prefabricated construction, units must meet the following minimum standards before guarantee is issued:
  - a) Contractor not paid until home is in place and inspected.
  - b) Trailers are not eligible under this program.
5. Band members get quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1.5 million, and provide proof of WSIB coverage to First Nation. In addition, contractor must be capable of bridge financing construction, as advances prior to construction are prohibited.
6. Contractor responsible for installing services, water and septic, to the lot line and must be included in the cost of construction.
7. Fees for hydro hook-ups are the responsibility of the Band member.
8. Final quote along with verification of equity must be forwarded to financial institution for final approval. Must be below maximum loan amount.
9. Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee. (Appendix 11)
10. Credit Enhancement Certificate is issued by the First Nation Market Housing Fund confirming its backing of the loan.

11. Contractor to provide proof of construction insurance to First Nation and Financial Institution.
12. Copy of builder's contract forwarded to First Nation and any related correspondence must be forwarded to Wahnapiatae First Nation.
13. Construction begins.
14. Technical Services responsible for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation.
15. Health Canada to inspect septic systems and issue certificate, copy to be provided to First Nation.
16. Holdback of 10% for 30 days will be required and enforced by the lender. General contractor to sign Statutory Declaration stating all subs have been paid.
17. Proof of fire insurance provided by Band member to financial institution prior to move in date.

### 10.3 Purchase an Existing Home

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

#### Program Details

Maximum Loan	\$450,000
Maximum Amortization	25 years
Life Insurance	Mandatory
Fire Insurance	Mandatory
Home Inspection	Mandatory
Appraisal	Mandatory to establish value.
Certification of Possession (CPs)	First Nation to hold CP until mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to Wahnapiatae	To be addressed if Band member is in arrears (all programs).
Renovations	Can be included with Purchase price along as within max loan.
Hold Back/Construction method	10% - General Contractor renovations

#### STAGE 1 – Pre-Qualification

1. A Market Based Housing Application is sent by the Band member to First Nation Housing. An orientation package is sent to Band member detailing the eligibility requirements.
2. Ensure seller holds CP for lot and verification of no encumbrances.



3. Wahnapiatae First Nation conducts internal credit check to ensure there are no accounts in arrears or other debts that are outstanding. Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days. If the Band member is in good standing a Conditional Letter of Support will be issued to the financial institute stating that the First Nation is prepared to guarantee this individual's mortgage provided they meet the lending requirements:
  - a) If the Band member has an outstanding account, a settlement of all debts must be paid in full prior to the issuance of a Conditional Letter of Support.
  - b) If accounts are too high or the Band member refuses, the application is declined, and no further action is taken on the file.
  - c) If repayment plan is initiated the First Nation may at its discretion defer the application for a period of six months to ensure that the Band member abides by the repayment plan.
4. Only after the Band member has received conditional support from the First Nation can the member apply for a pre-approved mortgage. The Band member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
  - a) Total Debt Servicing (TDS) ratio not to exceed 40%.
  - b) Gross up factor on income earned on-reserve will be applied.
  - c) Band member must have satisfactory credit.
5. The Band member is required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.
6. Wahnapiatae First Nation Marital Real Property policy will apply for a household that includes a non band member spouse.

## **STAGE 2 – Approval & Acquisition**

1. If private sale, Wahnapiatae First Nation is not part of the negotiation process. However, Wahnapiatae First Nation, as guarantor, must be satisfied with the value of the home as demonstrated by an appraisal and home inspection to be conducted by an independent appraiser and home inspector. This shall also apply if the Wahnapiatae is the seller.
  - a) Appraisal determines value and whether selling price is reasonable.
  - b) Home inspection determines any serious deficiencies that may impair the value of the home and will need to be rectified to complete the sale. The cost to address these deficiencies can be paid for by the seller prior to sale as a condition or can be deducted off the sale price and corrected after the sale and incorporated into the mortgage (provided loan does not exceed maximum).
  - c) Band member is required to hire an appraiser and inspector and submit a copy of the report to First nation.

2. Sales agreement finalized and CP transferred to Wahnapiatae First Nation until mortgage is fully discharged.
3. Renovations are allowed and can be incorporated into the mortgage, provided the maximum loan is not exceeded. The same conditions applied to renovations of an existing home will be applied to renovations of a purchased home. (Review by Technical Services).
4. Housing Coordinator or other designated authority will confirm to the Lender that the Band member has met all the pre-established conditions for approval of a loan guarantee and CP allocation.
5. 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.
6. Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee. (Template attached)
7. Credit Enhancement Certificate is issued by the First Nation Market Housing Fund confirming its backing of the loan.
8. Confirmation Buyer has Fire Insurance sent to financial institute and First Nation.
9. No transfer of funds until First Nation has received confirmation that CP has been transferred to First Nation for all private sales. Confirmation sent to the financial institution to release funds.

#### 10.4 Renovations

For the purpose of this policy, renovations refer to any improvements and modifications to an existing home.

#### Program Details

Maximum Loan	\$5,000 - \$75,000
Maximum Amortization	20 years
Life Insurance	Mandatory
Fire Insurance	Mandatory
Certification of Possession (CPs)	Transferred to First Nation
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	To be addressed if Band member is in arrears
Construction method	General Contractor/Do-it-yourself for certain items/Subs

#### STAGE 1 – Pre-Qualification

- 1) A Market Based Housing Application is sent by the band member to the Housing Department of Wahnapiatae First Nation. An orientation package is sent to Band member detailing the eligibility requirements.



- 2) Confirmation that the Band member holds CP on property and must consent to transferring to Wahnapiatae First Nation for the duration of the loan.
- 3) Wahnapiatae First Nation conducts internal credit check to ensure there are no accounts are in arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days.** If the Band member is in good standing a Conditional Letter of Support will be issued to the financial institute stating that Wahnapiatae First Nation is prepared to guarantee this individual's mortgage provided they meet the lending requirements:
  - a. If the Band member has an outstanding account, a settlement of these debts or a repayment plan must be negotiated prior to the issuance of a Conditional Letter of Support.
  - b. If accounts are too high or the Band member refuses, the application is declined, and no further action is taken on the file.
  - c. If repayment plan is initiated Wahnapiatae First Nation may at its discretion defer the application for a period of six months to ensure that the Band member abides by the repayment plan.
- 4) The Band member to submit quotes and a general description of renovations, which will be reviewed by Technical Services for the following:
  - a. To ensure work is compliant with, as a minimum, OBC.
  - b. Provide a professional opinion on whether work can be done by Band member.
  - c. Determine which work **MUST** be done by Trades (I.e., structural, electrical, plumbing, HVAC) which will be communicated by Wahnapiatae First Nation.
  - d. Solar Panels are permitted as part of the renovations, must be installed by qualified technician.
- 5) Only after the Band member has received conditional support from Wahnapiatae First Nation can the member apply for a pre-approved mortgage. The Band member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
  - a. Total Debt Servicing (TDS) ratio not to exceed 40%.
  - b. Gross up factor on income earned on-reserve will be applied.
  - c. Band member must have satisfactory credit.
  - d. Band member must have good job tenure.

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

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

## STAGE 2 – Approval & Construction

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- 1) Provided the Band member meets all the pre-qualification criteria, and confirmation that the Band member holds the CP, the Band member must consent to a legal transfer of CP to Wahnapiatae First Nation until the loan is fully amortized.
- 2) Housing Manager or other designated authority will confirm to the Lender that the Band member has met all the pre-established conditions for approval of a loan guarantee.
- 3) The Band member gets quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1 million, and provide proof of WSIB coverage to Wahnapiatae First Nation. In addition, contractor must be capable of bridge financing construction, as **advances prior to construction are prohibited.**
- 4) Final quotes, for contractor and building supplies must be forwarded to financial institution for final approval. Must be below maximum loan amount.
- 5) Proof of fire insurance provided by the Band member to financial institution.
- 6) Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee.
- 7) Credit Enhancement Certificate is issued by the First Nation Market Housing Fund confirming its backing of the loan.
- 8) Contractor to provide proof of construction insurance to Wahnapiatae First Nation and Financial Institution.
- 9) **Renovations begin.**
- 10) Technical Services responsible for progress and compliance inspections. The maximum numbers of inspections will be six (6). Pictures to be included in the advance documentation. Advances could also be processed by the submission of invoices by Band member to the financial institution.
- 11) Holdback of 10% for 120 days will be required and enforced by the lender for work done by general contractor. General contractor to sign Statutory Declaration stating all subs have been paid.

## PART VI – Other

### 11.0 Complaints

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

### 12.0 Appeals

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



### 12.1 Grounds for Appeal

Decisions may be appealed on the following grounds:

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

Time shall be considered critical to the fair disposition of inquiries or appeals. Appeals are to be initiated by the Band Member/applicant within 15 days of being notified of the decisions that is being appealed.

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

Where the matter remains unresolved, within 7 working days of the first meeting, a second meeting shall take place between the member, the Housing Coordinator and the Executive Director.

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

The Housing Coordinator and/or Executive Director shall provide the rational for the decision, including how it complies with the Housing Policy, in writing to Chief & Council within 7 working days.

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

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

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

## 13.0 Amendments to the Housing Policy

### 13.1 Process

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

The policy, including amendments, will be available to members at the WFN office. If an amendment impacts the tenant, the housing coordinator will notify the tenant in writing within 30 days of policy amendment approval. Where the policy amendment relates to an increase in

rent, the housing coordinator will provide the tenant with at least a 90-day prior written notice of the rent increase.

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



## Appendix 1 – Housing Application

### HOUSING RENTAL APPLICATION

Date of Application:	
Name of Applicant:	
Number of Bedrooms Needed:	

#### 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	Date of Birth	Male/Female	Relationship to primary occupant	WFN Membership #
1	Primary:				
2	Secondary:				
3					
4					
5					
6					
7					

#### 2. Current Residential and Postal Address

Street Name/No. PO Box #:	
First Nation/City:	
Province:	
Postal Code:	

#### 3. Contact Information

Contact	Home Phone #	Work Phone #	Cell Phone #
Primary:			
Secondary:			

#### 4. Employment History

Name of present employer/source of income:	
Employment Address:	
City/Town/Reserve:	
Postal Code:	
Telephone Number:	
Occupation:	
Other Income:	

Note: \*Applicant must provide copy of most recent T4 & current pay stub. \*

#### 5. 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?	\$

Address	From Date	To Date	Name of Landlord	Phone # of Landlord
Current:				
Previous:				

#### 6. 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.

Suitable housing: 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:

- i. each cohabiting adult couple;



- ii. unattached household member 18 years of age and over;
- iii. same-sex pair of children underage 18;
- iv. 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.
- v. A household of one individual can occupy a bachelor unit (i.e., a unit with no bedroom).

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


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

☐ Yes                      ☐ No

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


8. 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

9. 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.**

10. Two Reference Letters from either:

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

i. ☐ Yes ☐ No ☐ N/A

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

i. ☐ Yes ☐ No ☐ N/A

Primary occupant (please print):	
Sign:	Date:
Secondary occupant (please print):	
Sign:	Date:



## Appendix 2 – Home Inspection Form

Unit Location: \_\_\_\_\_ Unit Number: \_\_\_\_\_

Inspection Type: Annual \_\_\_\_\_ Move Out \_\_\_\_\_ Move In \_\_\_\_\_

Items	Condition	Comments
<b>COMMON AREA</b>		
Front Door		
Storm Door		
Back Door		
<b>KITCHEN AREA</b>		
Fridge		
Stove		
Other Appliances		
Cupboards		
Countertops		
Plumbing		
Flooring		
Walls		
Doors		
Windows		
Other		
<b>DINING ROOM</b>		
Flooring		
Walls		
Windows		
<b>LIVING ROOM/HALL</b>		
Walls		
Flooring		
Doors/Doorways		
Windows		
<b>BATHROOM</b>		
Toilet		
Basin/Taps		
Shower Bathtub Taps		
Flooring		
Doors		
Walls		
Plumbing		
<b>BEDROOM #1</b>		

Closet		
Walls		
Flooring		
Doors/doorways		
Windows		
Other		
<b>BEDROOM #2</b>		
Closet		
Walls		
Flooring		
Doors/doorway		
Windows		
Other		
<b>BEDROOM #3</b>		
Closet		
Walls		
Flooring		
Doors/doorway		
Windows		
Other		
<b>FIRE SAFETY - ALL LEVELS</b>		
Smoke detectors		
Carbon Monoxide detectors		
<b>OTHER AREA - specify OTHER AREA</b>		

Inspection Completed By: \_\_\_\_\_  
(Housing Coordinator) Date: \_\_\_\_\_

Inspection Viewed By: \_\_\_\_\_  
(Occupant) Date: \_\_\_\_\_



## Appendix 3 – Selection Criteria for Rental housing

Name of Applicant: \_\_\_\_\_ Application Original \_\_\_\_ or Up-dated #: \_\_\_\_\_

Date Application Received: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

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

An application will not be scored until it is considered complete and updated annually. Must provide supporting documentation.

Selection Criteria	Points	Total Points
<b>1. Who is not eligible</b>	Any points given will result in a disqualify of the applicant	
a) The applicant is under the age of 16;		
b) The application is incomplete;		
c) Application is over the 2 years old and has not been updated;		
d) The applicant cannot afford the unit and all personal expenses (see: attached expense sheet) Monthly income is Less than 3X monthly rent;		
e) The applicant is in arrears with WFN;		
f) The applicant has a history of not complying with the "Rental Agreement"		
<b>2. Duration the Application has been on the Housing Waiting List</b>	.25 point for every	
a) Updated application only, for each 6 months on the waiting list. Up to max 5 years	6 months	
<b>3. Family Structure</b>	1 point each	
a) For each applicant's child under the age of 18.		
b) Applicant is a single parent with dependents.		
d) Applicant is employed with WFN		
e) Applicant is a child of a member		
f) Number of household member(s) who require disabled access or special modifications _____.		
g) Applicant and dependent(s) are members – 2 points for each member.		
<b>4. Current Living Conditions</b>	1 point each	
a) Applicant currently resides in a temporary housing situation		
b) The household is considered overcrowded per the National Occupancy Standards,		
c) Reference from previous landlord		
<b>5. Household Income</b>	2 points each	
a) Applicant's income affords all personal and housing related cost (monthly income is 3 X monthly rent) (Gross Monthly Income / Monthly Rent)		
b) Applicant does not owe money to WFN.		
c) Applicant has confirmation from Income Assistance for Shelter component		
<b>6. Health</b>	5 points	
a) The current dwelling poses a health and/or safety risk to the occupants		
<b>Total -</b>		0

## Appendix 4 – Rent Arrears First Notice

Date (dd/mm/yyyy): \_\_\_\_\_

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

Rental Unit/Lot #: \_\_\_\_\_

---

This notice is to inform you that your rent payment is 10 days past due. As you are aware, all rent is to be paid on or before the 1st working day of the month.

This notice constitutes your first notice pursuant to section 5.6 (i) of the WFN Housing Policy. Accordingly, you are reminded to pay the outstanding rent forthwith or make immediate arrangements with Housing Department to discuss the repayment of arrears. The total amount due is \$ \_\_\_\_\_.

We kindly ask that you please 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 [housingcoordinator@wahnapiataefn.com](mailto:housingcoordinator@wahnapiataefn.com)

\_\_\_\_\_  
Housing Coordinator



## Appendix 5 – Rent Arrears Second Notice

Date (dd/mm/yyyy): \_\_\_\_\_

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

Rental Unit/Lot #: \_\_\_\_\_

---

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

This notice constitutes your second notice pursuant to section 5.6 (ii) of the WFN Housing Policy. Accordingly, you are reminded to pay the outstanding rent forthwith or make immediate arrangements with Housing Department to discuss the repayment of arrears. The total amount due is \$ \_\_\_\_\_.

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

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

If you have any questions regarding this matter, you can contact me at or email me at [housingcoordinator@wahnapietaefn.com](mailto:housingcoordinator@wahnapietaefn.com)

\_\_\_\_\_  
Housing Coordinator

## Appendix 6 – Rent Arrears Final Notice

Date (dd/mm/yyyy): \_\_\_\_\_

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

Rental Unit/Lot #: \_\_\_\_\_

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

This notice constitutes your third and final notice pursuant to section 5.6 (iii) of the WFN Housing Policy. According to the terms of the Housing Policy & Tenancy Agreement, you now have no more than 10 days to pay all arrears in full plus the current months rent. The total amount due is \$ \_\_\_\_\_.

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

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

If you have any questions regarding this matter, you can contact me at or email me at [housingcoordinator@wahnapietaefn.com](mailto:housingcoordinator@wahnapietaefn.com)

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Housing Coordinator



## Appendix 7 – Eviction Notice

Date (dd/mm/yyyy): \_\_\_\_\_; Time: \_\_\_\_\_

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

Rental Unit/Lot #: \_\_\_\_\_

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

- 1.
- 2.

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

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

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

If you have any questions regarding this matter, you can contact me at or email me at [housingcoordinator@wahnapiataefn.com](mailto:housingcoordinator@wahnapiataefn.com)

\_\_\_\_\_  
Housing Coordinator

## Appendix 8 – Repayment/Arrears Recovery Agreement

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

### Agreement to repay arrears between

The Tenant(s): \_\_\_\_\_  
 \_\_\_\_\_

-And -

Wahnapitae First Nation

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

Due Date (1st of the Month)	Regular Monthly Payment Amount		Arrears Recovery Amount	Total
	\$ _____	+	\$ _____	\$ _____
	\$ _____	+	\$ _____	\$ _____
	\$ _____	+	\$ _____	\$ _____

I/we understand that a failure to meet the repayment arrangements as noted above constitutes grounds for eviction as outlined in section 5.15(c) of the Housing Policy and the Tenancy Agreement.

Tenant Signature: _____	Date: _____
Tenant Signature: _____	Date: _____
Housing Coordinator: _____	Date: _____

## Appendix 9 – Violation Notice

Date (dd/mm/yyyy): \_\_\_\_\_

Occupant's Name: \_\_\_\_\_

Unit/Lot #: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

If you have any questions regarding this matter, you can contact me at or email me at [housingcoordinator@wahnapietaefn.com](mailto:housingcoordinator@wahnapietaefn.com)

\_\_\_\_\_  
Housing Coordinator



## Appendix 10 – Market Housing Application

### Wahnapiatae First Nation Market Based Housing Program

Name: \_\_\_\_\_ Band Number \_\_\_\_\_

Co-Applicant: \_\_\_\_\_ Band Number \_\_\_\_\_

Phone:(h) \_\_\_\_\_ (w) \_\_\_\_\_ (c) \_\_\_\_\_

Do not apply for a bank loan until you have submitted an application to housing and you have received a conditional support letter from First Nation.

What are you applying for?

New Construction: \_\_\_\_\_ Max loan \$250,000 – 5% down

Service Lot Identified: \_\_\_\_\_ (water, septic, hydro, road access)

Do you hold Certificate of Possession: \_\_\_\_\_

Do you have House Plans? \_\_\_\_\_

Renovations: \_\_\_\_\_ Max Loan \$100,000 – 0% down

Do you hold Certificate of Possession on your home? \_\_\_\_\_

What kind of Renovations are you going to invest in?

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Purchase: \_\_\_\_\_ Max Loan \$250,000 – 5% down

Who is the seller: \_\_\_\_\_

Does seller have Certificate of Possession of lot? \_\_\_\_\_

If approved, you will be required to hire a qualified independent appraiser and home inspector and provide copy of reports to Housing.

Has a sale price been negotiated? \_\_\_\_\_

Will you be including renovations in loan? \_\_\_\_\_

If yes, please provide some details?

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Refinance: \_\_\_\_\_ Max Loan \$xxxxxx

Will you be including renovations? \_\_\_\_\_ Max Renovations \$XXXXX to \$XXXXX

Which banks holds your mortgage? \_\_\_\_\_

Approximate balance of mortgage: \_\_\_\_\_

Existing mortgage plus renovations cannot exceed \$XXXXX.

What kinds of renovations will you investing in?

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## Appendix 11 – Conditional Letter of Guarantee

### CONDITIONAL LETTER OF GUARANTEE

(Current Date)

Financial Institution (name)

Dear Sir/Madam

Re: Conditional Support – Market Based Housing Program Applicant Name

Please accept this letter as our conditional support for Applicant Name loan application with your financial institution for new construction/renovations/refinance. The applicant has met our internal pre-qualifications requirements and is now eligible to apply for a pre-approved mortgage.

This Conditional Letter of Guarantee is not to be construed as a final guarantee, but only serves to inform you that Wahnapiatae First Nation has reviewed this application and is able to guarantee this loan, provided the applicant meets your minimum mortgage requirements. As you know, this means satisfactory credit history, job tenure, acceptable TDS ratios and income requirements.

If the applicant meets your credit requirements, along with the other mandatory requirements such as life and fire insurance, a Band Council Resolution and a Credit Enhancement Certificate from the First Nations Market Housing Fund will be issued to your financial institution guaranteeing the mortgage.

If you have any questions on the above, please do not hesitate to contact the undersigned at your convenience.

Sincerely,

Chief Larry Roque



## Appendix 12 – Internal Credit Check

### Wahnapitae First Nation Market Based Housing Program

Name: \_\_\_\_\_ Band Number \_\_\_\_\_

Co-Applicant: \_\_\_\_\_ Band Number \_\_\_\_\_

Band members in arrears more than 30 days for any accounts must be dealt with or a repayment plan must be negotiated prior to the issuance of the conditional letter of support.

#### Finance Use Only

Account Receivables Type:

Account Number	Days in Arrears	Amount in Arrears
Total		\$

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Director

Full Payment Received? Yes \_\_\_\_\_ No \_\_\_\_\_

Repayment Plan Negotiated? Yes \_\_\_\_\_ No \_\_\_\_\_

## Appendix 13 – Mortgage Arrears Recovery Agreement

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

### Agreement to repay arrears between

The Tenant(s): \_\_\_\_\_  
 \_\_\_\_\_

-And -

Wahnapitae First Nation

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

Due Date (1st of the Month)	Regular Monthly Payment Amount		Arrears Recovery Amount	Total
	\$ _____	+	\$ _____	\$ _____
	\$ _____	+	\$ _____	\$ _____
	\$ _____	+	\$ _____	\$ _____

I/we understand that a failure to meet the repayment arrangements as noted above constitutes grounds for eviction as outlined in section 5.15(c) of the Housing Policy and the Tenancy Agreement.

Tenant Signature: _____	Date: _____
Tenant Signature: _____	Date: _____
Housing Coordinator: _____	Date: _____

## Appendix 14 – Rental Agreement

### Rental Agreement

This Residential Tenancy Agreement is made on \_\_\_\_\_, 20\_\_ (the "Agreement")

BETWEEN:

First Nation

(the "Landlord")

AND:

\_\_\_\_\_

(the "Tenant")

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

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

#### 1. APPLICATION OF THE FIRST NATION HOUSING POLICY

- a) The Landlord administers its rental housing program pursuant to the First Nation 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. In the event of any inconsistency between this agreement and the Housing Policy, this agreement shall prevail.

#### 2. TENANT INFORMATION

##### Primary Tenant

Full name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_

Email Address: \_\_\_\_\_ Membership No.: \_\_\_\_\_

##### Co-Tenant (if applicable)

Full name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_

Email Address: \_\_\_\_\_ Membership No.: \_\_\_\_\_



3. THE RENTAL PROPERTY

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

Band Lot #: \_\_\_\_\_ House #: \_\_\_\_\_

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

Type of Dwelling: \_\_\_\_\_ BR#: \_\_\_\_\_ 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 (continual residence for a period of 21 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 20 consecutive days.

- 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 31<sup>st</sup> of March immediately following that date (the "Term").
- b) Provided that the Tenant follows the terms and conditions of this agreement and the Housing Policy, the Parties may renew this agreement for a period of one year, expiring on March 31<sup>st</sup> 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 15 of this agreement.
- d) Notwithstanding paragraph 7(c), if the Term begins after March 1<sup>st</sup>, 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 15 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 13 (Eviction) of this Agreement.
- i) The Tenant may terminate this agreement at any time by providing 30 days written notice to the Landlord and is responsible for payment of any Rent coming due within the 30 day period. Such written notice must:
  - i) include the address of the Rental Unit.
  - ii) include the date of termination; and
  - iii) be signed and dated by the Tenant.
- 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 1<sup>st</sup> 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 the First Nation 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, by up to 0% per year, or 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) 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 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
<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):

- i) The Rent does not include electricity, heat/fuel, cable/internet or telephone. The Tenant is solely responsible for arranging and paying for all equipment and services not included in the Rent.
- j) 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

## 9. 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"), unless the Tenant receives social assistance, in which case no Security Deposit is required.
- b) The Landlord acknowledges receipt from the Tenant of \$\_\_\_\_\_ as the Security Deposit on \_\_\_\_\_, 20\_\_\_\_.



Initials: Landlord Tenant

OR

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

Initials: Landlord Tenant

- c) The Security Deposit, plus accrued interest, will be reimbursed to the Tenant within 30 days of the Tenant vacating the Rental Unit, unless:
- i) the Tenant does not leave the Rental Unit in the condition as required under Section 16 (Vacating the Rental Unit) of this agreement; or
  - ii) the Tenant has unpaid Rent or rental arrears or otherwise owes the Landlord money under this agreement.
- d) The Landlord is entitled to use the Security Deposit to:
- i) pay for the cost of repairing any damage to the Rental Unit not caused by normal wear and tear; and/or
  - ii) cover any unpaid Rent or rental arrears or other amounts which the Tenant owes to the Landlord in accordance with this agreement.
- e) Any portion of the security deposit remaining after the Landlord has used the Security Deposit in accordance with paragraph 9(c) shall be reimbursed to the Tenant.

#### 10. FAILURE TO PAY RENT/RENTAL ARREARS

- a) The Tenant must pay the Rent on time. Rent is late and in arrears if the full amount is not paid on or before the day it is due.
- b) If the Tenant fails to pay the Rent on time, the Landlord shall send the Tenant a first notice 14 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 his/her debt has been transferred to a collection agency and that his/her credit rating will be affected negatively.
- e) If 10 days after the date of the final notice, no payment has been made to the collection agency or the Tenant has failed to enter into and/or comply with the terms of an Arrears Recovery Agreement, an eviction notice shall be delivered to the Tenant and the Tenant will have 48 hours to vacate the Rental Unit.

11. USE OF THE RENTAL UNIT

- a) Subject to this 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.
- c) The Tenant shall not sell, or permit others to sell, drugs, alcohol or any illicit goods or services from the Rental Unit. If the Landlord determines, in its sole discretion and acting reasonably, that a person residing at the Rental Unit is selling drugs, alcohol or any illicit goods or services from the Rental Unit, then the Landlord may terminate this agreement for cause.
- d) The Tenant shall not disturb the peace, and shall not permit others to disturb the peace, in or around the Rental Unit. If the Landlord determines, in its sole discretion, and acting reasonably, that a person residing at the Rental Unit has a pattern of behaviour that persistently disturbs the peace in or around the Rental Unit, then the Landlord may terminate this agreement for cause.
- e) The Tenant shall not keep pets or permit pets to be kept at the Rental Unit, except as provided for under this agreement. The Tenant shall not make any alterations to the Rental Unit, or to the use and occupation of the Rental Unit, without the prior written permission of the Landlord.

12. PETS

- a) NO pets are 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, as set out in the Housing Policy, signed by the Landlord and Tenant and appended to this agreement.
- b) The Tenant shall comply with the First Nation 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. 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 shall cease absolutely, without right of re-entry, and the Landlord or its agent may re-enter the Rental Unit or any part of it, and thereafter have, possess and enjoy it as if this agreement had not been made.
- b) Without limiting the generality of the preceding paragraph 14(a), the Landlord may, at its sole discretion, issue an eviction notice if one or more of the following applies:
  - i) the Tenant fails to pay the Security Deposit within 30 days of the execution of this agreement;
  - ii) 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;
  - iii) the Tenant, an Authorized Occupant and/or guest is convicted of engaging in illegal activities in the Rental Unit.
  - iv) 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;
  - v) the Tenant, an Authorized Occupant and/or guest has caused a nuisance or an on-going disturbance to the community or has adversely affected or is likely to adversely affect the health, safety or well-being of the community.



- vi) the Tenant ceases to be a First Nation member or there are no Authorized Occupants who are First Nation members;
  - vii) the Tenant does not repair, clean and/or maintain the Rental Unit as required under this agreement; and/or
  - viii) the Tenant has failed to comply with a material term of this agreement.
- c) Upon receiving an eviction notice, the Tenant shall have 24 hours to vacate the Rental Unit and shall leave the Rental Unit in the condition required under paragraph 16(b) of this agreement.

#### 14. 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.

#### 15. 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.



## 16. INSURANCE AND INDEMNITY

- a) The Tenant is solely responsible for insuring his or her own personal property at his or her own expense against loss from all causes. The Landlord, including the First Nation 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 the First Nation 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.

## 17. 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) Subject to paragraph 14(b) 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) 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

- a) The Tenant shall be directed to 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 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.
- e) The Tenant is not responsible for replacements or repairing damage that is caused by normal wear and tear. For greater clarity, normal wear and tear is unavoidable deterioration to the Rental Unit and its fixtures that naturally and inevitably occurs as a result of normal use or aging and includes some matting of carpeting, a few nail holes, and some fading or yellowing of paint, but does not include stains or burns on the carpet, broken windows, broken or missing blinds or window coverings, gouges in the doors or walls, infestations caused by 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.
- f) The Tenant shall immediately report all damage to the Rental Unit to the Landlord within 3 days, or immediately if the damage is in relation to an accident, break or defect in water, heating or electrical systems, or is otherwise of a nature sufficient to constitute an emergency.
- g) The Tenant 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, where the damage has been caused or permitted to occur from the wilful or negligent conduct of the Tenant, an Authorized Occupant or a guest.
- h) The Landlord may require the Tenant to undertake reasonable repair or maintenance on the Rental Unit by written notice within a specified time where the repair or maintenance is the responsibility of the Tenant under this agreement.
- i) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within the time specified in the notice given under paragraph 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 and any such Additional Rent shall be payable as Rent in accordance with section 8 (Rent) of this Agreement.
- k) The Tenant must receive written permission from the Landlord prior to making any major repairs, alterations, additions or improvements to the Rental Unit and, where applicable, is responsible for obtaining any permits or licenses required under any First Nation policy or law.
- l) If the Tenant makes an alteration, addition or improvement to the Rental Unit without first obtaining permission from the Landlord, the Tenant 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.

- m) 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.

## 18. EMERGENCY REPAIRS

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

## 19. 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.

## 20. QUIET ENJOYMENT OF THE RENTAL UNIT

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

## 21. ABANDONMENT

- a) The Rental Unit is deemed to be abandoned if the Tenant has been absent from the Rental Unit for 30 or more consecutive days without the Landlord's prior written consent and the Rent and/or utility payments are unpaid for 30 days or more and the Tenant has not communicated with the Landlord regarding the rental arrears.



- b) If the Rental Unit is abandoned, this agreement is terminated and the Landlord may re-enter the Rental Unit and such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.
- c) If the Tenant leaves any personal property at or in the abandoned Rental Unit, the Tenant will have 5 days from the date the Rental Unit is deemed abandoned to obtain permission from the Landlord to enter the Rental Unit and remove the personal property, after which, the Landlord may dispose of the personal property at its sole discretion.
- d) If the Rental Unit 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 Rental Unit and to repair, clean or otherwise bring the Rental Unit into rentable condition; and
  - ii) Rent for the month following the date the Rental Unit is deemed abandoned and any outstanding rental arrears.
- e) 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.

## 22. 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 after 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.

## 23. 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.

## 24. RESOLUTION OF DISPUTES

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

## 25. LEGAL

- a) Nothing in this agreement constitutes an allotment under s. 20 of the *Indian Act*, 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 the members of First Nation, in common.
- b) Failure by the Landlord to enforce any provision of this agreement does not constitute a waiver of that provision and the Landlord is not stopped from enforcing such provision at any time.

## 26. NOTICE

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

## 27. GENERAL

- a) Time is of the essence in this agreement.
- b) All payments to the Landlord under this agreement will be provided to \_\_\_\_\_ and will be made by cash, cheque, bank draft, or money order or made payable to \_\_\_\_\_.

- c) Words in the singular include the plural form, unless the context otherwise requires.
- d) This agreement, the Schedules to this agreement, and the Housing Policy, constitute the entire agreement between the Parties pertaining to the subject matter of this agreement, and supersedes all previous or collateral understandings, representations, undertakings, statements or other agreements.

## 28. ADDITIONAL TERMS

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

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Initials: Landlord      Tenant



## 29. ACCEPTANCE

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

The parties have executed this Agreement in on \_\_\_\_\_, 20\_\_\_\_.

Signed by FIRST NATION  
AUTHORIZED SIGNATORY at \_\_\_\_\_  
in the Province of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, in the presence of: \_\_\_\_\_

LANDLORD

\_\_\_\_\_  
Signature of Witness )  
\_\_\_\_\_  
Name of Witness )  
\_\_\_\_\_  
Address of Witness )  
\_\_\_\_\_  
Occupation of Witness )

\_\_\_\_\_  
Authorized Signatory First Nation  
Housing Department

Signed by \_\_\_\_\_/Tenant at)  
\_\_\_\_\_ in the province of \_\_\_\_\_  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of: \_\_\_\_\_

TENANT

\_\_\_\_\_  
Signature of Witness )  
\_\_\_\_\_  
Name of Witness )  
\_\_\_\_\_

\_\_\_\_\_  
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: )  
\_\_\_\_\_ )

Signature of Witness )  
\_\_\_\_\_ )

Name of Witness )  
\_\_\_\_\_ )

Address of Witness )  
\_\_\_\_\_ )

Occupation of Witness )  
\_\_\_\_\_ )

CO-TENANT

\_\_\_\_\_  
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 Rental Unit covered by the Rental Agreement.

**2. TENANT RESPONSIBILITIES**

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

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

a) Exterior & Grounds

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

b) Interior of Building

- i) Tile lifting because of excess water and/or because the floor has not been properly maintained.
- ii) Carpeting that is soiled or torn.
- iii) Cracked or chipped tile.
- iv) Damage to drywall or doors.
- v) Gouges in walls from furniture etc.
- vi) Water damage to ceilings.
- vii) Doors and lock set 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

## Appendix 15 – Rent to Own Agreement

### Rent-to-Own Agreement

This Rent-to-Own Tenancy Agreement is made on \_\_\_\_\_, 20\_\_.

BETWEEN: \_\_\_\_\_ First Nation  
(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 "Rental Unit").
- B. The Landlord has a mortgage for the Rental Unit 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 FIRST NATIONS HOUSING POLICY
- a) The Landlord administers its rental housing program pursuant to the First Nation 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. In the event of any inconsistency between this agreement and the Housing Policy, this agreement shall prevail.

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. **AGREEMENT TO RENT WITH OPTION TO PURCHASE**

- 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 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 Rental Unit (the "Option"). The Landlord will not attempt the sale of the Rental Unit to any other party during the term of this agreement.
- c) The total purchase price for the Rental Unit is \$ \_\_\_\_\_, being equivalent to the total Mortgage amount held by the Landlord plus interest plus services 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 shall be applied to the Purchase Price.
- e) Provided that 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 Mortgage (as determined by the Mortgage anniversary date) when Tenant occupied Rental Unit:	Eligibility Date:
0 – 10 years	On Mortgage Discharge Date
11+ years	After 15 years from the date of this agreement

- f) When the Tenant becomes eligible to exercise the Option in accordance with the preceding paragraph, 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.
- g) To exercise the Option, the Tenant must deliver to the Landlord a written notice of exercise of option before the Option expires, along with an application for transfer of the certificate of possession held by the Landlord.
- h) Upon receipt of the Tenant's written notice of exercise of option and application for transfer of the certificate of possession, the Landlord will transfer the certificate of possession to the Tenant, provided that the Tenant:
- i) has complied with all the terms and conditions of this Agreement.
  - ii) has lived in the Rental Unit and has regularly paid Rent without assistance from the Landlord for at least \_\_\_\_\_ years; and
  - iii) has no outstanding debts or arrears owing to the Landlord.



- i) 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 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) 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.

#### 5. AUTHORIZED OCCUPANTS

- a) Only the following persons are authorized to occupy the Rental Unit on a permanent basis (continual residence for a period of 21 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 20 consecutive days.
- 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.

#### 6. TERM AND TERMINATION

- a) The Tenant's right to occupy the Rental Unit starts on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and expires on the 31<sup>st</sup> of March immediately following that date (the "Term").
- b) Provided that the Tenant follows the terms and conditions of this agreement and the Housing Policy, the Parties may renew this agreement for a period of one year, expiring on March 31<sup>st</sup> 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 15 (Vacating the Rental Unit) of this agreement.
- d) Notwithstanding paragraph 6(c), if the Term begins after March 1<sup>st</sup>, 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 15 (Vacating the Rental Unit) 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 13 (Eviction) of this Agreement.
- i) The Tenant may terminate this agreement at any time by providing 30 days written notice to the Landlord, and is responsible for payment of any Rent coming due within the 30 day period. Such written notice must:
  - i) include the address of the Rental Unit;
  - ii) include the date of termination; and
  - iii) be signed and dated by the Tenant.
- 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.

## 7. RENT

- a) The Tenant agrees to pay rent in the amount of \$\_\_\_\_\_ to the Landlord on or before the 1<sup>st</sup> 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 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 the First Nation 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, by up to 0% per year, or 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) 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 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
<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):

- i) The Rent does not include electricity, heat/fuel, cable/internet or telephone. The Tenant is solely responsible for arranging and paying for all equipment and services not included in the Rent.
- j) 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 Rental Unit, unless the Tenant:
  - i) exercises the Option, as set out in paragraph 3(b), in which case, the Security Deposit will be credited toward the Purchase Price.
  - ii) does not leave the Rental Unit in the condition as required under Section 15 (Vacating the Rental Unit) of this agreement; or
  - iii) has unpaid Rent or rental arrears or otherwise owes the Landlord money under this agreement.
- d) Where the Tenant does not exercise the Option, the Landlord is entitled to use the Security Deposit to:



- i) pay for the cost of repairing any damage to the Rental Unit not caused by normal wear and tear; and/or
  - ii) cover any unpaid Rent or rental arrears or other amounts which the Tenant owes to the Landlord in accordance with this agreement.
- e) Any portion of the Security Deposit remaining after the Landlord has used the Security Deposit in accordance with paragraphs 8(d) (i) and (ii) shall 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 shall send the Tenant a first notice 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 Agreement.
- c) If no payment has been received or no Arrears Agreement is made within 30 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 Agreement.
- d) If no payment has been received or no Arrears Agreement has been entered into within 45 days after the date the Rent came due, a final notice shall be delivered to the Tenant advising the Tenant that his/her debt has been transferred to a collection agency and that his/her credit rating will be affected negatively.
- e) If 30 days after the date of the final notice, no payment has been made to the collection agency or the Tenant has failed to enter into and/or comply with the terms of an Arrears Agreement, an eviction notice shall be delivered to the Tenant and the Tenant will have 48 hours to vacate the Rental Unit.
- f) If the Tenant receives two second Notices within one fiscal year, the Landlord will terminate this agreement and evict the Tenant.

#### 10. USE OF THE RENTAL UNIT

- a) Subject to this 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.
- c) The Tenant shall not sell, or permit others to sell, drugs, alcohol or any illicit goods or services from the Rental Unit. If the Landlord determines, in its sole discretion and acting reasonably, that a person residing at the Rental Unit is selling drugs, alcohol or any illicit goods or services from the Rental Unit, then the Landlord may terminate this agreement for cause.
- d) The Tenant shall not disturb the peace, and shall not permit others to disturb the peace, in or around the Rental Unit. If the Landlord determines, in its sole discretion, and acting reasonably, that a person residing at the Rental Unit has a pattern of behaviour that persistently disturbs the peace in or around the Rental Unit, then the Landlord may terminate this agreement for cause.
- e) The Tenant shall not keep pets or permit pets to be kept at the Rental Unit, except as provided for under this agreement. The Tenant shall not make any alterations to the Rental Unit, or to the use and occupation of the Rental Unit, without the prior written permission of the Landlord.

#### 11. PETS

- a) NO pets are 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, as set out in the Housing Policy, signed by the Landlord and Tenant and appended to this agreement.
- b) The Tenant shall comply with the First Nation 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).

## 12. SUBLEASING THE RENTAL UNIT

- a) In accordance with the Housing Policy and the Residency Code of the Wahnapiitae First Nation, under certain circumstances the Tenant may be permitted to sublease the Rental Unit to another First Nation member.
- b) The Tenant and the potential subtenant must apply for and obtain the Landlord's prior written permission for a sublease in accordance with the procedures for subleasing set out in the Housing Policy and the Residency Code of the Wahnapiitae First Nation.
- c) If the Landlord approves the sublease and the Parties enter into a sublease agreement with a subtenant, this agreement shall remain in effect for the term of the sublease agreement and the Tenant shall continue to be responsible to ensure that all the obligations of this agreement are met.

## 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 shall cease absolutely, without right of re-entry, and the Landlord or its agent may re-enter the Rental Unit or any part of it, and thereafter have, possess and enjoy it as if this agreement had not been made.
- b) Without limiting the generality of the preceding paragraph 13(a), the Landlord may, at its sole discretion, issue an eviction notice if one or more of the following applies:
  - i) the Tenant fails to pay the Security Deposit within 30 days of the execution of this agreement.
  - ii) 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.
  - iii) the Tenant, an Authorized Occupant and/or guest is convicted of engaging in illegal activities in the Rental Unit.
  - iv) 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.
  - v) the Tenant, an Authorized Occupant and/or guest has caused a nuisance or an on-going disturbance to the community or has adversely affected or is likely to adversely affect the health, safety or well-being of the community.
  - vi) the Tenant ceases to be a First Nation member or there are no Authorized Occupants who are First Nation members.
  - vii) the Tenant does not repair, clean and/or maintain the Rental Unit as required under this agreement; and/or
  - viii) the Tenant has failed to comply with a material term of this agreement.
- c) Upon receiving an eviction notice, the Tenant shall have 48 hours to vacate the Rental Unit and shall leave the Rental Unit in the condition required under paragraph 15(b) of this agreement.

## 14. 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.

#### 15. 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.

#### 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 First Nation as the irrevocable beneficiary (the "**Life Insurance Policy**").
- b) The Tenant will 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 the Landlord will pay any amount remaining after the Mortgage has been paid out to any other beneficiary of the Tenant's choosing; and
  - ii) legal possession of the Rental Unit will be transferred to an eligible First Nation member beneficiary of the Tenant's choosing.
- c) The Tenant will provide copies of the Life Insurance Policy and the Will to the Landlord.
- d) If the Tenant dies during the Term of this agreement, the Landlord will:
  - i) take whatever steps are necessary to use the proceeds of the Life Insurance Policy to pay out the Mortgage.
  - ii) pay any proceeds from the Life Insurance Policy remaining after the Mortgage has been discharged to the beneficiary so indicated in the Will; and
  - iii) transfer legal possession of the Rental Unit to the beneficiary so indicated in the Will, if beneficiary is an eligible First Nation member.



- 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 and/or fails or refuses to prepare the Will; however in such circumstances, if the Tenant dies during the Term of this agreement, the Landlord may assign the Rental Unit to the Tenant's next of kin or re-allocate the Rental Unit 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 all causes. The Landlord, including the First Nation 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 the First Nation 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) Subject to paragraph 18(b) 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) 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

- a) The Tenant shall be directed to 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 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.
- e) The Tenant is not responsible for replacements or repairing damage that is caused by normal wear and tear. For greater clarity, normal wear and tear is unavoidable deterioration to the Rental Unit and its fixtures that naturally and inevitably occurs as a result of normal use or aging and includes some matting of carpeting, a few nail holes, and some fading or yellowing of paint, but does not include stains or burns on the carpet, broken windows, broken or missing blinds or window coverings, gouges in the doors or walls, infestations caused by 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.
- f) The Tenant shall immediately report all damage to the Rental Unit to the Landlord within 3 days, or immediately if the damage is in relation to an accident, break or defect in water, heating or electrical systems, or is otherwise of a nature sufficient to constitute an emergency.
- g) The Tenant 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, where the damage has been caused or permitted to occur from the wilful or negligent conduct of the Tenant, an Authorized Occupant or a guest.
- h) The Landlord may require the Tenant to undertake reasonable repair or maintenance on the Rental Unit by written notice within a specified time where the repair or maintenance is the responsibility of the Tenant under this agreement.
- i) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within the time specified in the notice given under 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 and any such Additional Rent shall 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 Rental Unit and, where applicable, is responsible for obtaining any permits or licenses required under any First Nation policy or law.



- l) If the Tenant makes an alteration, addition or improvement to the Rental Unit without first obtaining permission from the Landlord, the Tenant 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.
- m) 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 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 Rental Unit is abandoned, this agreement is terminated, and the Landlord may re-enter the Rental Unit and such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.
- c) If the Tenant leaves any personal property at or in the abandoned Rental Unit, the Tenant will have 5 days from the date the Rental Unit is deemed abandoned to obtain permission from the Landlord to enter the Rental Unit and remove the personal property, after which, the Landlord may dispose of the personal property at its sole discretion.
- d) If the Rental Unit 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 Rental Unit and to repair, clean or otherwise bring the Rental Unit into rentable condition; and
  - ii) Rent for the month following the date the Rental Unit is deemed abandoned and any outstanding rental arrears.
- e) The Landlord may apply any proceeds of disposition of the Tenant's personal property to the costs and debts set out in paragraph 22(c) 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 after 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 Housing 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 allotment under s. 20 of the *Indian Act* 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 the members of the First Nation, 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 supersede 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.)

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Initials: Landlord

Tenant

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 FIRST NATION )  
AUTHORIZED SIGNATORY at \_\_\_\_\_ )  
in the Province of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, )  
20\_\_\_\_\_, in the presence of: )

LANDLORD

\_\_\_\_\_  
Signature of Witness )  
\_\_\_\_\_  
Name of Witness )  
\_\_\_\_\_  
Address of Witness )  
\_\_\_\_\_  
Occupation of Witness )

\_\_\_\_\_  
Authorized Signatory First Nation  
Housing Department

Signed by \_\_\_\_\_/Tenant at )  
\_\_\_\_\_ in the province of \_\_\_\_\_ )  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in the presence of: )

TENANT

\_\_\_\_\_  
Signature of Witness )  
\_\_\_\_\_  
Name of Witness )  
\_\_\_\_\_  
Address of Witness )  
\_\_\_\_\_  
Occupation of Witness )

\_\_\_\_\_  
Tenant  
(Print name: \_\_\_\_\_)



Signed by \_\_\_\_\_/Subtenant at)  
\_\_\_\_\_ 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

\_\_\_\_\_  
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 Rental Unit covered by the Rental Agreement.

**2. TENANT RESPONSIBILITIES**

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

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

a) Exterior & Grounds

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

b) Interior of Building

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

c) Electrical

- i) Missing or broken switch and plug plates.

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

Initials:      Landlord      Tenant

### 3. LANDLORD RESPONSIBILITIES

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

Repairs for which the Landlord is responsible include:

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



b) Systems

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

Initials:

Landlord

Tenant