



# **First Nations National Building Officers Association**

## **Housing and Rental Operational Policy Framework**

**March 9, 2017**

**[WWW.FNNBOA.CA](http://WWW.FNNBOA.CA)**

The following document was developed to assist Chief and Council, Housing Departments or Housing Managers to establish housing policies that include policies on the collection of rent. The intended function of this document is to provide a convenient reference or as an advisory guide. The policies included in this document are not legal documents.

Please check on [www.fnboa.ca](http://www.fnboa.ca) for other documents that may be used in conjunction with this manual. This information includes:

- 1 First Nations Rental Policy and Programs: Addressing Key Issues and Challenges – Attempts to focus on key issues and challenges of housing and rental policies in First Nations.
- 2 Heathy Home Maintenance Checklist. - The maintenance checklist gives tenants a list of items within their home that requires some tasks to be completed seasonally.
- 3 Basic Home Maintenance Guide for Tenants In First Nations Communities. - The Guide provides an overview on the most important home maintenance repairs for tenants.  
Maintenance Checklist

FNNBOA wishes to thank Indigenous and Northern Affairs Canada for funding this project. The group wants to also thank those individuals that provided input to the manual and comments. For information regarding this document including any of the templates please email [info@fnboa.ca](mailto:info@fnboa.ca).

## Table of Contents

1	Purpose of Document .....	1
2	Proposed By Law.....	1
3	Proposed Resolution.....	14
	OPERATIONAL POLICY AND PROCEDURE MANUAL .....	16
1	Preamble .....	16
2	Title.....	16
3	Definitions .....	16
4	Policy Administration.....	17
5	Conflict of Interest.....	17
6	Housing Policy Amendments .....	17
6.1	Policy Amendment List.....	18
7	The Housing List .....	18
8	POLICIES & PROCEDURES.....	19
8.1	Eligibility Band Members .....	19
8.2	Eligibility Non-Band Members .....	19
8.3	Application Process .....	20
8.4	Criteria for Applicants.....	20
8.5	Application Renewal .....	21
8.6	Occupancy Standards .....	21
8.7	Notification of Selection of Applicants .....	22
8.8	Successful Applicants.....	22
8.9	Rental Policies.....	23
8.10	Tenant – Rent Payment Arrangements.....	24
8.11	Rental Fees Rates.....	25
8.12	Selected Applicants – Decline Offer for Rental Unit.....	25
8.13	Appeal Decision of Housing Department.....	25
8.14	Occupancy - Rental Arrears and Eviction.....	26
8.15	Tenant Maintenance Responsibilities.....	28
8.16	Housing Department Responsibilities .....	29
8.17	tenant – Repayment Agreement/Plan .....	29

8.18	Occupancy – Death of Member & Surviving Non-Member Spouse.....	30
8.19	Occupancy - Death of a Member Tenant.....	30
8.20	Occupancy – Separation of Member.....	31
8.21	Rent to Own Policies and Procedures.....	31
8.22	Annual Tenancy Renewal.....	31
8.23	Increase in Rental Payments.....	31
8.24	End/Termination of Tenancy.....	32
8.25	Termination of Tenancy by Landlord: Cause.....	32
8.26	Termination by Landlord: Tenant Damage .....	34
8.27	Termination by Landlord: Non-payment of Rent.....	35
8.28	Termination by Landlord: Eviction .....	35
8.29	Appeal of Termination of Tenancy .....	35
8.30	Serving Notice & Warnings .....	36
8.31	Termination of Tenancy by Tenant .....	36
8.32	Extended Absence from Rental Unit.....	37
8.33	End of Tenancy – Inspection .....	39
8.34	End of Tenancy - Leaving the Rental Unit.....	39
8.35	Return of Damage Deposit .....	40
8.36	House Locks .....	40
8.37	Unit Inspection .....	41
8.38	Repairs – General Maintenance.....	41
8.39	Repairs – Emergency.....	42
8.40	Repairs – Standard Maintenance .....	43
8.41	Renovations .....	43
8.42	Home Based Business .....	44
8.43	Pets.....	45
8.44	Storage of Dangerous Goods.....	46
8.45	Fire Arms .....	46
8.46	Policy Template Table.....	47
9	Notice to End the Tenancy .....	49
10	Notice to End Tenancy – Damage Etc.....	51

11	Notice to End Tenancy -End of Lease .....	53
12	Notice to End Tenancy – Nonpayment of Rent .....	55
13	Notice of Intent to Enter Rental Unit.....	58
14	Tenant Gives Notice to End Agreement .....	61
15	Tenant’s Damage Repayment Agreement .....	63
16	Intention to Purchase Rental Unit.....	66
17	Proposed Lease Agreement.....	69
18	Appendix A – Template Housing Committee: Terms of Reference.....	82

## 1 Purpose of Document

The purpose of this document is to provide Chief and Council with a housing policy that also includes rental program. The document provides the following:

1. Proposed By-law that contains the main elements required for a housing policy.
2. Proposed Band Resolution for those Chief and Council who do not want to implement a by-law
3. Supporting Operational Policies and Procedures

The document provides the main operational policies and procedures for a housing policy.

## 2 Proposed By Law

### First Nation Rental Housing By-law

**WHEREAS** the \_\_\_\_\_ First Nation possesses the inherent right and jurisdiction to make laws regarding the good governance of it's members

**AND WHEREAS,** the \_\_\_\_\_ First Nation desires to make a by-law for the regulation of residency on Reserve

**AND WHEREAS,** paragraphs 81 (1 )(c), (h), (i), (p.1), (q) and (r) of the *Indian Act* empower the \_\_\_\_\_ First Nation to make by-laws to provide for the observance of law and order, the regulation of construction, repair and use of buildings, the survey and allotment of reserve lands among the members of the band, the residence of band members and other persons on the reserve, and with respect to any matter arising out of or ancillary to the exercise of the power, and for the imposition of a penalty for a violation thereof;

**AND WHEREAS,** it is deemed to be expedient for the welfare of the members of the First Nation to regulate residency and in order to do so, to provide for the orderly allocation of band-owned houses, and to provide for their use and occupancy;

**NOW THEREFORE,** the \_\_\_\_\_ First Nation hereby enacts the following by-law:

## 1.0 GENERAL PROVISIONS

### 1.1 Citation of By-law

1. This by-law may be cited as \_\_\_\_\_ First Nation Rental Housing By-law"

### 1.2 Definitions

"Council" means the Chief and Council of the \_\_\_\_\_ First Nation;

"Co-Tenant" means any child over the age of eighteen (18), still residing at home;

"Co-occupant" means a person who pays a Tenant a stipulated sum for lodging;

"House" means a house owned by \_\_\_\_\_ First Nation Band that is a living accommodation used or intended for use as a residence, and includes a mobile home intended to be used as a rented premises, a room in a boarding house, rooming house, lodging house and a unit or room in a care facility, and a social housing dwelling, but does not include any land upon which the band-owned house is situated;

"Housing Committee" means a committee created pursuant to section 3;

"Housing Manager" means a person appointed by the Council pursuant to section 2 to administer the band-owned houses as agent for the Council;

"Lease Agreement" means a written agreement, between the Council and a Tenant for the right to occupy a house, including any renewal of such an agreement;

"A Officer" means any police officer, constable or other person charged with the duty to preserve and maintain public peace, and any person appointed by the Council for the purpose of maintaining law and order on the reserve;

"Rent" means an amount of any consideration paid or required to be paid by a Tenant to the band for the right to occupy a house;

"Reserve" means the \_\_\_\_\_ First Nation;

"Resident" means [**Band's have different definitions of "resident". Insert your definition here**]

"Tenant" means a person who signs a Lease Agreement with the Council and who pays rent in return for the right to occupy a house;

### **1.3 Application of this By-law**

1. This by-law applies to:
  - (a) the allocation, use and occupancy of house and housing projects and to housing agreements for band-owned houses, notwithstanding any other by-law, provincial statute or any agreement or waiver to the contrary, except as specifically provided herein
  - (b) all existing and future Lease Agreements between the \_\_\_\_\_ First Nation and individual band members.

### **1.4 Contractual Relationship and Lease Agreement**

1. The relationship between Council and the Tenant shall be governed by a Lease Agreement. The relationship of the Council and the Tenant created under the Lease Agreement is one of contract only and does not create any interest in land in favour of the Tenant.
2. A Lease Agreement must be in writing and shall be in the prescribed Form 1 as attached hereto which may be amended from time to time. Any additions or amendments to Form 1, must be in writing and signed by the parties.
3. All Lease Agreements entered into prior to the coming in to force of this By-law shall be deemed to include the provisions of the Lease Agreement set out in Form 1. Any provision of the Lease Agreement that is inconsistent with this by-law and Form 1 is of no force and effect.
4. For greater certainty, the right of occupancy and residence in any house belongs to the Tenant only. Any occupant, including the adult child of a Tenant has no right to continue residing in a house after it has been vacated by the Tenant.
5. Notwithstanding section 89 of the *Indian Act* SC 1985 c. I-5 as am. the Council shall not be entitled to take, seize, destrain or sell for rents payable under the Lease Agreement the personal property of any person without an order of a court of competent jurisdiction.

## **2.0 HOUSING MANAGER**

### **2.1 Housing Manager Duties and Functions**

1. The Council shall appoint one or more Housing Managers, who will be responsible for the administration and enforcement of this bylaw.



2. Any band member **[or resident]** may apply to the Housing Manager for a house. In addition to his/her administrative and enforcement duties, the Housing Manager shall be responsible for the acceptance, processing and determination of resident applications for houses
3. Priority for housing will be given according to need based on criteria and policy as may be established and implemented by Council from time to time.
4. A member may appeal the decision of the Housing Manager regarding determination of an application for housing to the Housing Committee.
5. The Housing Manager may with the assistance of Council and/or the Housing Committee develop policy as it relates to housing issues and establish rules and procedures in this regard.
6. The Housing Manager shall attempt to resolve any disputes that arise pursuant to the provisions of this by-law through dialogue and good faith negotiations.
7. If the Housing Manager is unable to resolve any dispute within a reasonable time he/she shall refer the dispute to the Housing Committee.
8. The Council may, by resolution, provide for reasonable remuneration to be paid to the Housing Manager(s).

## **2.2 Powers of the Housing Manager**

1. The Housing Manager has the right to enter a house, and a Tenant shall permit the Housing Manager to enter:
  - (a) to perform the Housing Manager=s duties, functions and obligations under this By-Law and the Lease Agreement;
  - (b) to show the house to prospective Tenants where;
    - (i) the Tenant has given notice to terminate the occupancy
    - (ii) the Council and the Tenant have given notice to terminate the occupancy
    - (iii) the Housing Committee has made an order terminating occupancy
  - (c) to inspect the house every six (6) months;
  - (d) to permit an insurer or prospective insurer to inspect the premises where insurance

coverage is being arranged or renewed; or

- (e) to inspect the house on the day the Tenant is required to vacate the premises to determine if the Tenant has fulfilled his/her obligations under this by-law and the Lease Agreement;
2. When the Housing Manager intends to exercise the right to enter a house, he/she shall give written notice to the Tenant at least twenty-four (24) hours before the time of proposed entry specifying the purpose of the entry and the days and the hours when such entry is to occur.
  3. The hours during which the Housing Manager may enter the house shall be between 0900h and 1800h, except upon consent of the Tenant for alternate days and time.
  4. The Housing Manager has the right to enter a house without giving the notice as required by subsection 2.2(2) where;
    - (a) an emergency exists
    - (b) the Tenant consents at the time of entry; or
    - (c) the Housing Manager has reasonable grounds to believe that the Tenant has vacated or abandoned the house.
  5. In the case of an emergency the Housing Manager has a right to enter, even though the Tenant is not at home at the time, and has not given his/her permission to the Housing Manager to enter.
  6. Any breach of the restrictions and obligations as imposed by this section may be enforced by complaint to the Housing Committee.
  7. No proceeding for damages shall be commenced against a Housing Manager for any act done in good faith in the performance or intended performance of any duty or in the exercise or intended exercise of any power under this by-law or for any neglect or default in the performance or exercise in good faith of such a duty or power.

### **3.0 HOUSING COMMITTEE**

#### **3.1 Composition of Housing Committee**

1. The [Council/Community] shall establish by [vote/resolution] a Housing Committee comprised of [number] Community members. The Committee shall also be comprised of [number] alternates who shall act in the event that any regular member of the Housing Committee is unable to act in such a capacity.
2. The duration of the term of each member including alternates of the Housing Committee shall be for two (2) years which terms shall be staggered as between the Committee members.
3. The Housing Committee members will have the power to replace any member who has missed 3 consecutive duly scheduled meetings.
4. In the event a Committee member resigns, is terminated or is unable to fulfill their duties as a Committee member, an alternate shall become a regular member of the Committee.
5. An alternate replacing a regular member shall sit as a regular member of the Committee for the remainder of the term of the Committee member that was replaced.
6. Any decision or order made by the Housing Committee requires a quorum of [number] members of the committee.
7. The Housing Committee may establish rules and procedures regarding the conduct of its meetings which rules and procedures shall not be inconsistent with the provisions of this By-law or any Policy developed with regard thereto.

#### **3.2 Duties and Powers of the Housing Committee**

1. The Housing Committee shall;
  - (a) provide information to the housing manager and residents/Tenants respecting occupancy matters;
  - (b) receive and investigate complaints by the Housing Manager, Tenants, co-Tenants, co-occupants and members of the Community as the case may be;
  - (c) investigate allegations of violations of this by-law;
  - (d) refer disputes and other matters before it to mediation;
  - (e) hear complaints commenced pursuant to the provisions of this by-law.
  - (f) hold hearings as provided under this by-law;
  - (g) issue notices, decisions and orders as authorized by this by-law including;
    - (i) orders and notices terminating a tenancy or occupancy
    - (ii) orders and notices of eviction

- (iii) orders and notices compelling compliance with the provisions of this by law
- (iv) orders regarding procedure including orders and notices regarding notice, service of documents and time
- (v) issue orders or notices to the Housing Manager
- (vi) interlocutory and interim orders in cases of emergency
- (vii) any other order or notice pursuant to the provisions of this by-law and within its jurisdiction or as Council may direct

(h) report to Council on a semiannual basis or as requested by Council regarding the activities and operations of the Housing Committee

2. Where it otherwise has the jurisdiction, the Housing Committee may order the payment to any given person of an amount of money up to the greater of \$25,000 and the monetary jurisdiction of the Small Claims Court

3. In addition to the rights and obligations contained in this By-law and in the Lease Agreement, the Housing Committee may make additional policies and regulations concerning the Tenant's use, occupancy or maintenance of a house. Such policies and regulations shall be reasonable in all circumstances and shall not be inconsistent with this By-law.

4. If the Housing Committee makes any policies and/or regulations such policies and/or regulations must be approved by Council and communicated in writing to the Tenant. Policies and Regulations shall also be published in a format accessible to all Community members.

5. The Housing Manager or the Tenant may apply to the Housing Committee to determine whether a rule or a policy is reasonable.

6. No proceeding for damages shall be commenced against a member of the Housing Committee for any act done in good faith in the performance or intended performance of any duty or in the exercise or intended exercise of any power under this by-law or for any neglect or default in the performance or exercise in good faith of such a duty or power.

### **3.3 Complaints and Appeals to the Housing Committee**

1. The provisions set out herein apply to both complaints and appeals filed with the Housing Committee. References to a complaint or complaints include references to an appeal or appeals.

2. The Housing Committee shall encourage the Housing Manager and every Tenant, co-Tenant, or co-occupant to resolve any dispute as between them.

3. A complaint by the Housing Manager or a complaint by a Tenant, co-Tenant, or co-occupant to the Housing Committee shall be filed in writing with the Housing Committee within thirty (30) days from the date the matter or incident complained of transpired. Complaints may include matters regarding a purported breach of an obligation under this by-law, matters regarding the Lease Agreement, matters regarding applications for

housing to the Housing Manager or any other matter set out in the complaint and within the jurisdiction of the Housing Committee. Where the complaint arises from a continuing breach, the time for this section shall be calculated from the date of the most recent breach.

4. A complaint shall be in the form of a written letter or any other form as may be prescribed by the Housing Committee from time to time and shall have attached copies of all available documentary evidence to be used by the complainant.
5. The Housing Manager or a Tenant filing a complaint with the Housing Committee shall serve a copy of the complaint or appeal on every other party within five (5) days of the filing of the complaint.

### **3.4 Response**

1. Parties that are the subject matter of a complaint may, within 15 days after receipt of a complaint, file with the Housing Committee a response to the complaint in the form of a written letter or in any other form as may be prescribed by the Housing Committee from time to time. The responding party shall attach any available documentary evidence to the response.
2. Any response shall be served on the complainant within five (5) working days of the filing of the response with the Housing Committee.

### **3.5 Service of Documents**

1. Any notice, process or document to be served on the Housing Manager, shall be served in person or by certified mail, effective on the seventh day after mailing, or by leaving a copy with a regular member of the Housing Committee at the Band Office.
2. Any notice, process or document to be served on the Housing Committee shall be served in person on any regular member of the Housing Committee, or by certified mail, effective on the seventh day after mailing, or by leaving a copy with the Housing Manager at the Band Office.
3. Any notice, process or document to be served on the Tenant shall be served in person or by certified mail, effective on the seventh day after mailing, or, if the Tenant is absent or evading service, the notice may be served on the Tenant by serving it upon any adult person in the house included in the lease and by obtaining the signature of such adult person accepting service.
4. The Housing Committee may waive or amend any of the notice and filing requirements contained in this By-law in the interest of justice and fairness.

### **3.6 Mediation**

1. In the event that a complaint is made to the Housing Committee by the Housing Manager and/or a Tenant and a response is received pursuant to the provisions of this By-law, the Committee shall first determine whether mediation of the dispute is appropriate. If the dispute is referred to mediation it shall be conducted by an independent third party to be agreed upon by the Committee and the resident or Tenant. Mediation shall be completed within 30 days of the dispute being referred by the Housing Committee for mediation.

2. In the event that mediation does not resolve a dispute or the Committee does not refer a matter to mediation, the dispute shall be referred to a hearing.

### **3.7 Hearings**

1. Where the Housing Committee has inquired into the matter and is of the opinion that;
  - (a) it is unlikely that the parties will be able to settle the matter by agreement or through mediation; or
  - (b) there is an urgency of having the matter resolved; or
  - (c) it is in the interests of justice The Housing Committee shall notify the parties that it intends to hold a hearing into the matters that are the subject of the complaint.
2. The Notice of Hearing shall contain the date, time and place of the hearing and shall be scheduled collaboratively with the parties. If a hearing cannot be scheduled collaboratively then the hearing shall be scheduled no earlier than 20 days from the date of the Notice of Hearing.
3. The Housing Committee is not disqualified from holding a hearing and determining a matter by reason only of the fact that;
  - (a) it referred the dispute to mediation and mediation failed
  - (b) it attempted to assist the parties in settling the matter by agreement; or
  - (c) it took part in an inquiry or inspection in to the dispute;

### **3.8 Procedures**

1. The Housing Committee shall determine questions arising in any proceedings, taking into account principles of natural justice, as well as the customs and traditions of the \_\_\_\_\_ First Nation.
2. The Housing Committee may establish rules and procedures regarding the hearing of disputes. Rules and procedures shall be in writing and approved by Council and shall be published in a medium accessible to all Community members.

### **3.9 Right to Examine the Filed Material**

1. All parties to proceedings under this by-law may examine all filed material with the Housing Committee relevant to the proceedings.

### **3.10 Examination of Parties**

1. At a hearing, the Housing Committee may question the parties and any witness who are in attendance at the hearing, with a view to determining and resolving the matters in dispute.
2. All interested parties shall also have an opportunity to question any witnesses at a hearing.

### **3.11 Committee May Inquire, Inspect and Question**

1. The Housing Committee may, before or during the hearing;
  - (a) conduct any inquiry or inspection it considers necessary; and
  - (b) question any person, by telephone or otherwise, concerning the dispute;

### **3.12 Additional Outside Evidence**

1. In making its order or decision, the Housing Committee may consider any relevant information in addition to the evidence given at the hearing, provided that it first informs the parties of the additional information and provides the parties with a reasonable opportunity to respond to the additional information.
2. A response to additional information may include the questioning of witnesses that are relevant to the additional information.

### **3.13 Committee to Make an Order or Decision**

1. After conducting a hearing and having applied the principles of natural justice and having regard to all the circumstances, evidence, and information provided and where the Housing Committee is satisfied that it is in the interests of justice to do so, it shall make an order or render a decision regarding a complaint.
2. The Housing Committee shall give written reasons for any order or decision it issues and serve a copy of the order or decision and the reasons on the Housing Manager and all parties affected.
3. A complainant may withdraw his/her complaint at any time before an order or decision is made by the Housing Committee.
4. Any order or decision made by the Housing Committee shall be rendered no later than ten 10 days after the date that the hearing has concluded.
5. An order or a decision of the Housing Committee may be appealed to the Federal Court of Canada, within the time limitation stipulated within the *Federal Court Act* and *Federal Court Rules*.
6. An appeal under this section does not stay the operation of the order or decision in respect of which the appeal is made.

### **3.14 Emergency Hearings**

1. Where the Council and the Housing Committee deem it necessary, the Housing Committee may conduct an emergency hearing where the circumstances require.
2. If an emergency hearing is required, the time frame regarding notice, service of documents and process and the making of an Order may be waived or abridged by the Housing Committee.
3. Sections 3.8 to 3.12 shall apply to an emergency hearing taking into account principles of natural justice and the right of the parties to be heard.
4. The Housing Committee may make any interim or interlocutory Order it deems just in the circumstances and may attach conditions to any emergency Order.

5. An emergency Order shall be reviewed by the Housing Committee and Council within 7 days of the date of the Order to determine if the Order should be modified, vacated or extended.
6. An emergency Order or a decision made by the Housing Committee and Council upon the review of an emergency Order may be appealed to the Federal Court of Canada, within the time limitation stipulated within the Federal Court Act and Federal Court Rules.

### **3.15 Conflict of Interest**

1. A member of the Housing Committee shall withdraw in any hearing of a complaint or participate in the deliberation and rendering of any order or decision of the Housing Committee where his/her participation may result in a conflict of interest.
2. In the event that a member of the Housing Committee withdraws from participating in the deliberation and rendering of any order or decision as a result of conflict of interest, an alternate shall replace that member.

## **4.0 BAND COUNCIL' S OBLIGATIONS**

### **4.1 House to be Habitable**

1. The Council shall be responsible for providing that the house is fit for habitation and in a good state of repair at all times. Council shall ensure that all health and safety standards, by-laws, and regulations are complied with.
2. The Council shall be responsible for providing that the house complies with all building codes including but not limited to the *Canada Building Code* and that the house complies with all zoning codes, by-laws or regulations.
3. The Council shall not at any time during a Tenant's occupancy of a house withhold the reasonable supply of any vital service, care service or food that it is the Council's obligation to supply under the Lease Agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.
4. The obligations imposed under this section shall not apply where the state of disrepair is a result of the intentional acts or omissions of a Tenant or anyone permitted on the premises by the Tenant.
5. The rights, entitlements, obligations and restrictions as the case may be that are imposed by this section may be enforced by a complaint to the Housing Committee.

### **4.2 Peaceful Occupancy**

1. The Tenant is entitled to peaceful occupancy and the use and enjoyment of the house.
2. Council and/or the Housing Manager shall ensure that the Tenant, co-Tenant, or co-occupant is entitled to peaceful occupancy and the use and end enjoyment of the house and shall not disturb a Tenant's occupancy or enjoyment of the house unless in accordance with the provisions of this by-law.
3. The rights, entitlements, obligations and restrictions as the case may be that are imposed by this section may be enforced by a complaint to the Housing Committee.



## **5.0 TENANT'S OBLIGATIONS**

### **5.1 Payment of Rent**

1. Every Tenant shall pay to the Housing Manager a rent as required by the Lease Agreement on the dates specified in the Lease Agreement as the case may be.
2. The only security deposit that the Housing Manager may collect is a rent deposit of one month's rent which shall be attributed to the payment of rent for last month of the tenancy.
3. The rent shall not include services such as water, garbage pick-up, sewer payment, electricity, parking and any other services unless the Lease Agreement specifically states that these services are included in the rent.
4. The Housing Manager may increase the rent if the occupancy of the house increases to more than two (2) co-Tenants or one (1) co-Tenant and one (1) co-occupant, subject to any policy and the provisions of this by-law.
5. Rent shall be made payable to the \_\_\_\_\_First Nation.
6. The Housing Manager must give at least ninety (90) days notice to the Tenant, co-Tenant, or co-occupant of any increase in rent is to be charged to the Tenant, co-Tenant, or co-occupant as the case may be.
7. The Housing Manager may only increase the rent once in any 12 month period since the day of the last rent increase for that Tenant in that rental unit or since the day the rental unit was first rented to the Tenant.
8. If a Tenant does not provide notice to the Housing Manager that he/she will be vacating the house at the expiry of the Lease Agreement, the tenancy shall continue on a month-to-month basis on the same terms as the Lease Agreement until such time as a new lease is entered in to and subject to an increase in rent, at the discretion of the Housing Manager.

### **5.2 Cleanliness and Overcrowding**

1. Every Tenant shall maintain the house in a state of ordinary cleanliness.
2. Every Tenant shall maintain the land surrounding the house in good and clean condition, and shall be responsible for yard maintenance, including cutting grass, raking leaves and proper garbage disposal unless specified in the Lease Agreement.
3. Every Tenant shall maintain a healthy and safe environment, by disposing of any abandon vehicles, any scrap metal, tires, chemical waste and any other garbage or debris around or on the yard of the house.
4. A Tenant shall not permit such number of persons to occupy the house on a continuing basis that would result in the contravention of health, safety or housing standards as required by-law, policy, the Lease Agreement or this by-law.
5. Matters regarding the rights, entitlements, obligations and restrictions as the case may be that are imposed by this section shall be resolved through the jurisdiction of the Housing Committee.

### **5.3 Obligation to Repair Damages**

1. Every Tenant is responsible for the repair of any damages to the house caused by the willful or negligent conduct of the Tenant or any person who is permitted on the premises by the Tenant.
2. No Tenant shall remove from a house any fixtures, sinks, bathtubs, chattels or appliances, and shall not alter, make additions to or affix any item, fixture or thing to the floors, exterior or interior walls, roof or ceiling of the house without the prior written consent of the Housing Manager.
3. Ordinary wear and tear of a house does not constitute damages to the premises.
4. Matters regarding the rights, entitlements, obligations and restrictions as the case may be that are imposed by this section shall be resolved through the jurisdiction of the Housing Committee.

### **5.4 Illegal Activities**

1. No Tenant shall carry on or permit to be carried on any illegal activity or do or permit the doing of any illegal activity in a house or premises.
2. Matters regarding the rights, entitlements, obligations and restrictions as the case may be that are imposed by this section shall be resolved through the jurisdiction of the Housing Committee.

### **5.5 Arrears**

1. The Tenant is responsible for any arrears of rent plus interest and any administrative costs resulting from the enforcement of arrears as may specified in the Lease Agreement or this By-Law.
2. If any amount of rent remains outstanding after thirty (30) days, the Housing Manager may send a notice to the Tenant with a statement of the arrears, demanding payment. If after ten (10) working days from the delivery of notice to the Tenant, the Tenant has not made satisfactory arrangements with the Housing Manager for the re-payment of the arrears, the Housing Manager may make a complaint to the Housing Committee to address the issues pertaining to rental arrears.

### **5.6 Obligation not to Interfere**

1. A Tenant shall not disturb any other Tenant's occupancy or enjoyment of a house.
2. A disturbance caused by a person permitted by a Tenant to enter the house shall be deemed to be a disturbance caused by the Tenant.
3. Matters regarding the rights, entitlements, obligations and restrictions as the case may be that are imposed by this section shall be resolved through the jurisdiction of the Housing Committee.

### **5.7 Restrictions on Use**

1. The Tenant shall use the house for residential purposes only. No trade or business shall be carried on in the house or the premises without the written approval of the Housing Committee.

2. No Tenant shall assign, sublet or otherwise part with possession of the house without the express written consent of the Housing Committee.
3. Matters regarding the rights, entitlements, obligations and restrictions as the case may be that are imposed by this section shall be resolved through the jurisdiction of the Housing Committee.

## **6.0 RULES, REGULATIONS AND OFFENSES**

### **6.1 Rules and Regulations**

1. Council may, in consultation with the Housing Manager and/or the Housing Committee and/or the Community make rules and regulations regarding matters that are the subject matter of this by-law.
2. Rules and regulations shall be enforced by the Housing Manager, the Housing Committee Council or any Officer as required in accordance with the provisions of this by-law.
3. Purported breaches of any rules or regulations shall be addressed by the complaint processes as set out in this by-law.

### **6.2 Offenses**

1. Any person who;
  - (a) fails to comply with any reasonable requirement or direction of the Housing Manager in the exercise of his/her powers and in the performance of his/her duties under this by-law;
  - (b) obstructs or hinders the Housing Manager in the exercise of his/her powers or in the performance of his/her duties;
  - (c) harasses a resident/Tenant or a home owner for the purpose of forcing that person to vacate or abandon his/her house;
  - (d) furnishes false information in any sworn statement to the Housing Manager;

Is liable on summary conviction to a fine not exceeding five-hundred dollars. (\$500.00)

### **6.3 Altering of Locks**

1. No person shall, during occupancy of a house by the Tenant, alter or cause to be altered the locking system on any door giving entry to the house except by mutual consent of the Tenant and the Housing Manager.

## **7.0 TERMINATION OF TENANCY**

### **7.1 Termination and Repossession**

1. Council shall not regain possession of a house unless;
  - (a) the Tenant has vacated or abandoned the house; or
  - (b) an eviction order made pursuant to the provisions of this by-law has authorized the possession of the

house.

## **7.2 Consent to Termination**

1. The Housing Manager and a Tenant may agree in writing to terminate the occupancy on a specified date and occupancy shall be terminated as of the date specified.

## **7.3 Termination by Tenant: Fixed Term**

1. Where a Lease Agreement specifies a date of termination, the Tenant may terminate the occupancy by giving the Housing Manager written notice of termination no later than 60 (sixty) days prior to the termination date.
2. If written notice is not received as set out herein, the tenancy shall continue as a month to month tenancy subject to the provisions of this by-law.

## **7.4 Termination by Tenant, Co-Tenant or Co-occupant Before End of Term**

1. A Tenant, co-Tenant or co-occupant may terminate a tenancy for a fixed term by giving notice of termination to the Housing Manager if,
  - (a) the Tenant co-Tenant or co-occupant has experienced violence or another form of abuse; or
  - (b) a child residing with the Tenant co-Tenant or co-occupant has experienced violence or another form of abuse.
2. A co-Tenant or co-occupant who meets the requirement in clause (1) (a) or (b) may, give a notice of termination of the tenancy under subsection (1), provided the notice is given to all the other Tenants
3. A notice under this section shall be given at least 30 days before the date the termination is specified to be effective.

## **7.5 Termination for Cause**

1. The Housing Manager may at any time, give a Tenant a notice of termination of at least thirty (30) days, where;
  - (a) the Tenant has failed to meet the obligations under this by-law;
  - (b) the Lease Agreement has been breached;
  - (c) the Tenant has repeatedly failed to pay the full amount of the rent or has been persistently late in the payment of rent on the dates as specified in the Lease Agreement.
  - (d) the Housing Committee has ordered that a tenancy be terminated
  - (e) the Tenant is affecting the safety of other individuals
  - (f) a danger to the public exists;
2. If the Tenant fails to vacate the premises pursuant to a notice under subsection (1), the Housing Manager shall

apply to the Housing Committee for an order terminating the Lease Agreement; and the Housing Committee shall issue an order terminating the tenancy on the date specified in the order and order the Tenant to vacate the premises forthwith.

#### **7.6 Contents of Notice of Termination**

1. A notice of termination by a Tenant or the Housing Manager, approved by the Housing Committee shall be in writing and must;
  - (a) be signed by the Tenant, or the Housing Manager;
  - (b) identify the house to which the notice applies;
  - (c) state the date on which the occupancy is to terminate; and
  - (d) in the case of termination by the Housing Manager, state the reason for the termination;

#### **7.7 Rescission of Notice of Termination**

1. The Housing Committee may rescind a Notice of Termination issued pursuant to this by-law where a Tenant who received a notice of termination from the Housing Manager within seven (7) days of receiving the notice:
  - (a) pays any rental arrears due;
  - (b) pays the reasonable costs of repairs or makes such repairs to the reasonable satisfaction of the Housing Manager;
  - (c) ceases and desists from any activities deemed to be in breach of the lease and/or the provisions of this by-law
2. Where the Housing Committee has rescinded a notice of termination and the Tenant subsequently contravenes the lease or the provisions of this by-law the Housing Manager shall serve on the Tenant a notice of termination.

#### **7.8 Termination of Occupancy - Re Possession of House**

1. Where, on the application of the Housing Manager, the Housing Committee determines that occupancy of a house is required for the purposes of;
  - (a) demolition,
  - (b) lawful expropriation
  - (c) making repairs or renovations so extensive as to require that the house be unoccupied for a period of time;
  - (d) the aversion of a danger to the public The Housing Committee may make an order recommending to the Council to terminate the occupancy with 60 days written notice to the Tenant.

2. Prior to the termination the Housing Manager shall obtain all necessary permits or other authority that may be required. Termination shall not take place unless and until any permits or authority as referenced herein are obtained.
3. Where a Tenant has received a notice of termination for the reason stated above, upon the completion of any repairs or renovations, as the case may be, the Lease Agreement continues at the option of the Tenant, and the Tenant may reoccupy the premises as a Tenant.

#### **7.9 Order of Eviction**

1. Where the Housing Committee has ordered that occupancy be terminated and the Tenant vacate the house, an eviction order in a Form as may be prescribed shall be issued by the Housing Committee forthwith and validated by Council. The eviction order shall be served upon the Tenant.
2. The Housing Manager shall, upon receiving a copy of an eviction order issue under subsection (1) and after reasonable demand for admission, enter in to the premises to carry out the eviction.
3. The Housing Manager may, with the approval of Council, obtain the assistance of additional Officers to assist in carrying out an eviction order.

#### **7.10 Abandonment**

1. Where a Tenant vacates or abandons a house, the Lease Agreement is terminated on the date the premises were abandoned.
2. The Housing Committee shall re-allocate the House pursuant to the provisions of this By-Law and/or and policy that may be developed in this regard.

#### **7.11 Death of Tenant**

1. If a Tenant dies and there are no other co-Tenants, the tenancy shall be deemed to be terminated 15 days after the death of the Tenant.
2. The Housing Manager shall, until the tenancy is terminated, preserve any property of a Tenant who has died that is in the house other than property that is unsafe or unhygienic and shall afford the executor or administrator of the Tenant's estate, or if there is no executor or administrator, a member of the Tenant's family reasonable access to the house the purpose of removing the Tenant's property.
3. The Housing Manager shall not be liable for any property required to be disposed of pursuant to the provisions of this by-law or by the actions of the deceased's executor, administrator or family member in disposing of the deceased property.

#### **7.12 Death of a Member and Non Member Spouses and Children**

1. In the event of the death of a band member, who resides on reserve with a spouse and/or children who are not band members, the spouse and/or children may apply to the Council for the privilege to continue residing on reserve in the house.

2. Upon receipt of an application request under this part, Chief and Council may request that the Minister of Indigenous Affairs issue a lease under section 28 of the *Indian Act*, which would grant the surviving spouse and/or children the privilege of continuing to reside in the house.
3. The Ministerial lease and the privilege to reside on reserve are subject to any lease, mortgage or agreement entered into by the deceased member in respect of the family home. It is also subject to all band by-laws and other applicable laws.
4. The privilege to continue residing on the \_\_\_\_\_ First Nation shall terminate:
  - (a) In the case of a non-member spouse surviving spouse, the earlier of;
    - (i) the death of the non member surviving spouse;
    - (ii) the non member surviving spouse resides on-reserve for less than eight (8) months in any given year;
    - (iii) the remarriage or entering into a common-law relationship.
  - (b) In the case of non-member child/children residing with a non-member parent, the earlier of;
    - (i) when the parent's privilege to reside on reserve terminates;
    - (ii) when the child marries or enters into a common-law relationship with anon-member.
5. The Ministerial lease and the privilege of residing on reserve is not transferable, assignable or subject to sub-lease.
6. For greater certainty, the privilege of a non-member to reside on reserve does not carry with it, the privilege of membership in the \_\_\_\_\_ First Nation, including but not limited to the right to access band programs and services, and the right to participate in leadership selection.
7. Any Ministerial lease under this part may be terminated by resolution of Chief and \_\_\_\_\_ Council if it is deemed to be in the best interest of the \_\_\_\_\_ First Nation.

THIS BY-LAW SHALL BE EFFECTIVE AS OF THE \_\_\_\_\_ th day of \_\_\_\_\_, 201

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

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Councilor

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Councilor

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Councilor

### 3 Proposed Resolution

#### RESOLUTION OF THE FIRST NATION

**WHEREAS** the \_\_\_\_\_ First Nation maintains that, since time immemorial, has been and is a sovereign nation and affirms its inherent right to self-government by designating the Chief and Council to act on its behalf;

**AND WHEREAS** the \_\_\_\_\_ First Nation desires to regulate residency and housing on reserve and in particular the allocation, use and occupancy of band-owned and other houses on reserve;

**AND WHEREAS** the \_\_\_\_\_ First Nation Band Council considers it expedient for the welfare of its members to enact a Housing By-law which will address the above issues;

**THEREFORE BE IT RESOLVED THAT** the \_\_\_\_\_ First Nation accepts, adopts and hereby enacts the A \_\_\_\_\_ First Nation Rental Housing By-Law@ dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**ADOPTED** at \_\_\_\_\_ Reserve No. \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2017.



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Chief

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Councilor

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Councilor

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Councilor

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Councilor

# OPERATIONAL POLICY AND PROCEDURE MANUAL

## 1 Preamble

The purpose of this document is to establish a rental housing program and to outline the policies governing on-reserve rental housing for [----]. While the provincial landlord and tenancy legislation does not apply on-reserve, the intention of this policies is to complement it where suitable. Although there are similarities, they substantially differ as these policies govern landlord and tenant matters in the community of [name community].

The policies in this documents will be reviewed and revised by [housing committee/housing advisory committee]. Appendix A provides a template for a housing committee's terms of reference.

## 2 Title

This policy may be cited as [give name of policy] Also state the governing support for the policy – date of by law and number or date and number of Council Resolution.

## 3 Definitions

These definitions are the same in Section 17. Important if new definitions are introduced they must be defined in both the policy and the by laws or resolutions:

"Council" means the Chief and Council of the First Nation;

"Co Tenant" means any child over the age of eighteen (18), still residing at home;

"Co occupant" means a person who pays a Tenant a stipulated sum for lodging;

"House" means a house owned by First Nation Band that is a living accommodation used or intended for use as a residence, and includes a mobile home intended to be used as a rented premises, a room in a boarding house, rooming house, lodging house and a unit or room in a care facility, and a social housing dwelling, but does not include any land upon which the band owned house is situated;

"Housing Committee" means a committee created pursuant to section 3 [of the by laws];

"Housing Manager" means a person appointed by the Council pursuant to section 2 to administer the band owned houses as agent for the Council;

"Lease Agreement" means a written agreement, between the Council and a Tenant for the right to occupy a house, including any renewal of such an agreement;

"A Officer" means any police officer, constable or other person charged with the duty to preserve and maintain public peace, and any person appointed by the Council for the purpose of maintaining law and order on the reserve;

"Rent" means an amount of any consideration paid or required to be paid by a Tenant to the band for the right to occupy a house;

"Reserve" means the First Nation;

"Resident" means [Band's have different definitions of "resident". Insert your definition here]

"Tenant" means a person who signs a Lease Agreement with the Council and who pays rent in return for the right to occupy a house;

## 4 Policy Administration

This policy applies to the following:

1. All existing and future First Nation rental units located within [name First Nation].
2. All individuals who have made or shall make an application for First Nation rental housing, within the [name First Nation].

The Housing Department is responsible for the day-to-day administration and enforcement of all housing programs and services [to confirm for the individual First Nation].

## 5 Conflict of Interest

Policy	All representatives and employees of [name First Nation] must ensure they remove themselves from decisions where a conflict of interest situation exists. Some of these situations are identified below:  1. Delivery of programs and services where one of the persons involved in the process is the recipient or an immediate family member of a recipient and the Housing Policies are not followed. 2. Where Councilor is engaged in business or decisions which effect employee ability to follow policy. 3. Where a Councilor makes a decision that directly involves their immediate family or a close relative of the family.
Rationale	Conflict of interest is a situation in which a person has a private or personal interest sufficient to appear to influence the outcome. The Council is responsible to manage conflict of interest situations.
Procedure	In any of the above listed situations, the person who has a conflict of interest must declare the conflict and remove themselves from the decision-making process. In some cases, they may remain involved in the process due to the nature of their position, or as a result of information that they may have to broaden the scope of the situation that is being presented; however, they must always remove themselves from the decision itself and allow the policies to be followed. Important to restrict the involvement of the individual.

## 6 Housing Policy Amendments

The Housing Manager shall present proposed policy amendments to Council for approval. Council may consult with the Housing Department, the housing committee and/or [name First Nation] members to discuss the nature of any proposed amendments.

Policy amendments approved by Council shall be recorded in the Council meeting minutes. Policy amendments take effect the date they are passed by motion and the decision of Council shall be final.

The revised policy, including the amendments, shall be available to members at the Housing Department office. Where the policy amendment is deemed to be a change that impacts the tenant, they shall be notified of the change through a separate written notice within 30 working days of policy approval. Where the policy amendment relates to a rent increase, the Housing Department shall notify tenants in writing a minimum of 60 days prior to the effective date of the rental increase.

The Housing Department shall note the policy amendment on a policy amendment list in the format noted below. The policy amendment list shall precede the table of contents within the policy. Amendments are numbered consecutively on the policy amendment list by date of approval by Council until such a time that a new issue of the policy is released which contains all of the amendments listed. The reissued policy shall be identified by date and each reissue cancels and replaces all previous issues.

The housing policy should be posted on line. It will be made available to each tenant.

## 6.1 Policy Amendment List

Amendment Number	Approval Date (M/D/Y)	Description and Corresponding records (e.g., date of Council meeting)

## 7 The Housing List

All members applying for rental units will have their name placed on the housing list wait list until such time that units become available and applicants have completed the screening process.

### **Additions to the Housing List**

An applicant is added to the housing list once a completed Housing Application has been received by the Housing Department. Incomplete applications will delay the processing of an application.

### **Deletions from Housing List**

- An applicant can request to have their application withdrawn from the Housing list by calling the Housing

- Administrator and requesting their application be withdrawn.
- The applicant is deceased.
- The applicant ceases to be a member of [name First Nation].
- The applicant is allocated and receives a residence from the current available rental units.
- The applicant receives an interest in a lot due to a transfer of interest from another member.

## Maintenance of Housing List

The Housing list will be compiled, maintained and updated regularly by the Housing Administrator. The list should only contain the name of the individual, contact information and date when the application was approved to allow the name to be entered on the housing list.

Policy	Housing Department must keep an up to date housing lists.
Rationale	Ensure the community members who meet the criteria are placed in a queue
Procedure	<p>The Housing Department may want to use an excel spreadsheet to keep the following information:</p> <ul style="list-style-type: none"> <li>• Name of the applicant (first middle last)</li> <li>• Name of Co applicant (list all the names)</li> <li>• Birthday for everyone</li> <li>• Telephone contact information</li> <li>• Date that the person becomes qualified and placed on the housing lists.</li> </ul> <p>The Housing Department shall not share this information with anyone. The person can be told where they are on the housing lists, but do not have access to the other names on the lists.</p>

## 8 POLICIES & PROCEDURES

### 8.1 Eligibility Band Members

Policy	Only [name First Nation] Band members over the age of 20 are eligible for rental units in the community
Rationale	Funding restrictions and legal requirements prevents non-Band members from owning homes.
Procedure	Complete the housing application provided by the Housing Department [need housing application reference here]

### 8.2 Eligibility Non-Band Members

Policy	Non-Band members over the age of 20 caring for minor Band members are eligible to apply for rental housing.
Rationale	To ensure equitable access to housing is provided to all Band members without discrimination.

Procedure	Complete the housing application provided by the Housing Department [need housing application reference here]
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### 8.3 Application Process

Policy	Only those eligible in accordance to eligibility requirements as described in Policy under this section.
Rationale	Housing funding is limited to Band members over the age of 20.
Procedure	Completed housing applications must be submitted to the Housing Administrator. Completed applications will be stamp dated by the Housing Administrator or delegated staff and the date-stamp will be a factor in establishing priority in any housing list where there is a tie between applicants for an available unit. A copy of the front page of the date stamped application will be provided to the applicant for their records. Upon receipt of the application, the Housing Administrator will verify all portions of the Housing application are completed and upon verification the applicant's name will be added to the Housing wait list. Application received by Canada Post or courier will be date stamped on the day mail is received in the office. For a copy of a template of an application see: <a href="https://www.cmhc-schl.gc.ca/en/co/reho/yogureho/salewo/salewo_014.cfm">https://www.cmhc-schl.gc.ca/en/co/reho/yogureho/salewo/salewo_014.cfm</a>

### 8.4 Criteria for Applicants

Policy	The Housing Department will select applicants for available units according to the criteria below: 1. No outstanding debts to [name First Nation]. This includes: willful damages to Band housing (including that done by guests) rental arrears, and any other money owed to the Band. If there is a signed, active repayment agreement in place, it needs to have been followed for a period of one year prior to being considered as an applicant for housing. 2. The ability to pay rent + utilities as determined by filling out the Income verification (e.g., pay stubs, bank statements, an official offer letter from your employer) 3. Family size 4. Current living conditions 5. Date of application. 6. Letter of references from landlord. <i>[other criteria ??] [Criminal History?][eviction records][Does Council want to introduce an application fee)nonrefundable?]</i>
Rationale	To ensure transparency for all applicants
Procedure	All applications are received by [name First Nation] Housing Department. When the number of suitable applicants, which is based on the above criteria, is greater than the number of available units, the criteria point allocation will be used to assist in assigning units. The tenant must sign a declaration of information that the information is true.

## 8.5 Application Renewal

Policy	All housing applications must be renewed every 2 years. It is the responsibility of the applicant, in the event that they move, change contact information, or have additions to family composition, to notify the Housing Department of such changes. [understanding that this may be burdensome for some Councils. This section provides the best practices and can be used if the Housing Department has the capacity]
Rationale	To update application, to ensure that information is both current and accurate, and to ensure that applicants remain on the housing list.
Procedure	The Housing Department will keep a list of housing applications. The Housing Department will send out a Housing Renewal Letter and a renewal application in November [First Nations may choose another month] to each applicant on the Wait list. It is the responsibility of each applicant on the housing list to ensure their information is current and accurate. All applications that have not been renewed will be kept on file for one additional year; if they are not renewed, they will be destroyed. [need to set up excel spreadsheet to identify when to send out application]

## 8.6 Occupancy Standards

Policy [First Nation may choose to remove this standard]	<p>All rental units are assigned in accordance with the standards set forth below. In the event units containing bedrooms which are not large enough for two persons or which will adequately accommodate more than 2-persons, appropriate adjustments may be made in the application of these standards</p> <table border="1"> <thead> <tr> <th>Number of Bedrooms</th> <th># of Persons -</th> <th># of Persons - Maximum</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>1</td> <td>2</td> </tr> <tr> <td>1</td> <td>1</td> <td>2</td> </tr> <tr> <td>2</td> <td>2</td> <td>5</td> </tr> <tr> <td>3</td> <td>3</td> <td>7</td> </tr> <tr> <td>4</td> <td>4</td> <td>9</td> </tr> <tr> <td>5</td> <td>5</td> <td>11</td> </tr> <tr> <td>6</td> <td>6</td> <td>14</td> </tr> </tbody> </table> <p>The Canadian National Occupancy Standard (CNOS) assesses the bedroom requirements of a household based on the following criteria:</p> <ul style="list-style-type: none"> <li>• There should be no more than 2 persons per bedroom;</li> <li>• Children less than 5 years of age of different sexes may reasonably share a bedroom;</li> <li>• Children 5 years of age or older of opposite sex should have separate bedrooms;</li> <li>• Children less than 18 years of age and of the same sex may reasonably share a bedroom; and</li> <li>• Single household members 18 years or older should have a separate bedroom, as should parents or couples.</li> </ul> <p>Using this measure, households that require at least one additional bedroom are</p>	Number of Bedrooms	# of Persons -	# of Persons - Maximum	0	1	2	1	1	2	2	2	5	3	3	7	4	4	9	5	5	11	6	6	14
Number of Bedrooms	# of Persons -	# of Persons - Maximum																							
0	1	2																							
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2	2	5																							
3	3	7																							
4	4	9																							
5	5	11																							
6	6	14																							

	considered to experience some degree of overcrowding.
Rationale	To provide benchmarks on how homes should be distributed based on family size and individuals wanting housing
Procedure	<p>Units will be assigned so as not to require a single parent to occupy the same bedroom with their children or to have children of opposite sex over the age of 5 share a bedroom (based on Canadian National Occupancy Standard: see <a href="http://cmhc.beyond2020.com/HiCODefinitions_EN.html#_Suitable_dwellings">http://cmhc.beyond2020.com/HiCODefinitions_EN.html#_Suitable_dwellings</a>. Units will be assigned so as not to require the use of living-room for sleeping purposes, except in 0-bedroom units. [ for more information First Nations may want to follow: <a href="https://www1.toronto.ca/city_of_toronto/shelter_support_housing_administration/article/social_housing/RGI_administration_manual_files/RGI_chapter4.pdf.pdf">https://www1.toronto.ca/city_of_toronto/shelter_support_housing_administration/article/social_housing/RGI_administration_manual_files/RGI_chapter4.pdf.pdf</a></p> <p>Selection preference handicapped-accessible units: families with a member who is disabled shall have preference over all other families, for units that are designated handicapped accessible.</p>

## 8.7 Notification of Selection of Applicants

Policy	The Housing Department determines successful applicants by granting the application or refusing the application for all rental housing in accordance with the eligibility and selection criteria.
Rationale	To expedite the decision-making process and inform the applicant of decisions in a timely manner
Procedure	<p>When a rental unit becomes available, the Housing Administrator will review the Housing List and determine from the eligibility requirements and the criteria for applicants, which applicants fulfill the demographic of the available unit. The Housing Administrator will then telephone all applicants who meet the requirements to set up an interview time to review the information in their application [some First nations may want to do interviews while others it may be viewed as providing false hopes and very time consuming]. The Housing Department will notify the unsuccessful applicants by phone and send them a written letter (or email) of the reasons for rejection. The unsuccessful applicant will be provided with the appeal policy, including the necessary forms and notification of the time frame required to submit their appeal.</p>

## 8.8 Successful Applicants

Policy	<p>The successful applicant must meet with the Housing Department two weeks prior to becoming a tenant. The Housing Department will notify them of move-in date and carry out the tenant orientation which will include but not necessarily be limited to:</p> <ol style="list-style-type: none"> <li>1. Review and sign the Tenancy Agreement.</li> <li>2. Pay damage deposit which is set at 50% of the rental amount. This will be returned to the tenant 30 business days after move out provided there are no damages for which the tenant is responsible. [will there be interests paid on the deposit – 3.5 percent annually]. [will the monies be put in trust?].</li> <li>3. Review rental payment.</li> </ol>
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	<p>4. A pre-occupancy inspection report shall be signed by both the tenant and the Housing Department personnel. For a copy of an inspection report see: <a href="https://www.cmhc-schl.gc.ca/en/co/reho/yogureho/salewo/salewo_005.cfm">https://www.cmhc-schl.gc.ca/en/co/reho/yogureho/salewo/salewo_005.cfm</a></p> <p>5. Confirmation all utilities are set up by the tenant.</p> <p>6. Tenants are strongly encouraged to purchase and maintain contents insurance to cover their personal property and are solely responsible for doing so. Damage or loss of the Tenant's personal property will not be covered under the First Nation's insurance policies.</p> <p>All new tenants are required to complete a new tenant training that includes:</p> <ul style="list-style-type: none"> <li>• Review of [name First Nations] Housing Policies &amp; Procedures</li> <li>• Review of all the agreements to be signed by the tenant</li> <li>• CMHC basic home maintenance course (completion required within 3 month of move in or as it is available)</li> <li>• Schedule of basic maintenance to keep a healthy home.</li> <li>• Budgeting and family financing</li> <li>• Understanding the need for insurance</li> </ul> <p>[See <a href="http://WWW.FNNBOA.CA">WWW.FNNBOA.CA</a> for a maintenance guide and manual to be shared with tenants]</p>
Rationale	Ensure applicant is aware of their obligations and responsibilities as a tenant and the obligation of the Housing Department as the landlord.
Procedure	<p>Set up the meeting. Provide an information booklet to the tenant that can include a copy of the agreement to be signed, documents on home maintenance, and may be the taking of the CMHC home maintenance course if being offered within the first year. This should be made mandatory. Provide a written receipt for any financial transactions.</p> <p>Important to inform the tenant that The ____ First Nation will maintain property and fire insurance for all Rental Homes so long as the ____ First Nation retains ownership of the Rental Home</p>

## 8.9 Rental Policies

Policy	<p>Rent or occupancy fees are calculated monthly and should be paid in advance on or before the 28th of the month. For example, February's rent should be paid by January 28th.</p> <p>It is a condition of a tenancy agreement that a renter pay their rent in full and on time. Failure to pay on time could result in the Chief and Council taking legal action that could lead to an individual losing their home.</p> <p>For Chief and Council, it is vital that rent be paid in full and on time to ensure that they have the revenues needed to conduct repairs, pay maintenance staff, pay back mortgage loans, have a contingency for large repairs in the future, and reinvest in the community.</p>
Rationale	To ensure the Council receives the collection of rent or occupancy fees from the tenants

Procedure	<p>Important that Chief and Council collect rent payments on time each month. Chief and Council may want to consider incentives such as:</p> <ol style="list-style-type: none"> <li>1. A discount on the rent for tenants that can afford make rental payments on time.</li> <li>2. A bonus or rebate - for example, \$50.00 at Christmas time where rent has been paid on time.</li> <li>3. A discount on rent that is paid electronically.</li> <li>4. A gift card – for example, if the tenant makes 5 early payments, the first week of December, you will provide them with a bonus check or a gift card.</li> <li>5. A penalty for late payment.</li> <li>6. A letter of reference to tenants to help build their credit rating.</li> <li>7. A property upgrade such as painting, new flooring, or appliances.</li> <li>8. If rent is paid on or before the first of the month, the tenant can deduct a discounted amount. If rent is paid after the first of the month, the standard rent is due.</li> </ol> <p>There could be limitations, such as incentives only applying to tenants who are not receiving any social assistance and who are in good standing by paying their rent on time for a certain period of time.</p> <p>To determine how rent can be calculated, see <a href="http://www.fnnboa.ca">www.fnnboa.ca</a> for a document on how to determine rental pricing for housing.</p>
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### 8.10 Tenant – Rent Payment Arrangements

Policy	Tenants are required to make monthly rental payments as determined by the terms and conditions within the tenancy agreement. Failure to pay rent will lead to eviction.
Rationale	The Housing Department is required to ensure all maintenance and payment of project expenses, including mortgage payments, on housing projects is satisfied. In order to facilitate this, tenants are required to make regular monthly rental payments.
Procedure	<ol style="list-style-type: none"> <li>1. Rental payments are due on the 1st working day of each month.</li> <li>2. Place of payment: rental payments can be made at Housing Department or Finance Department.</li> <li>3. Form of Payment: Cash, cheque or money order, no third party cheques will be accepted. Receipts will be provided to each tenant upon receipt of payment.</li> <li>4. Automatic withdrawals/direct deposit. The tenant should be encouraged to set up this arrangement. [check with financial department to see if there are any fees for the Band to pay]</li> <li>5. PayPal Rent Payment [check is this is an option for payment]</li> </ol> <p>NSF Cheques: cheques returned for insufficient funds – If a payment is made by cheque and is returned by the bank as Non-Sufficient Funds (NSF) two times, cheques will no longer be an acceptable method of payment for that tenant. There is a \$40.00 NSF charge for each returned cheque. This charge will be added to the current overdue rental payment and must be paid in full with the next month rent.</p> <p>A year end statement (April 30) will be provided to each tenant outlying their payments to date and any outstanding payments or work orders.</p>

## 8.11 Rental Fees Rates

Policy	[the Council will need to set the rental fees. See FNNBOA policy manual on some suggestions for setting rent. The rent must be paid by all individual no matter if there is a mortgage or not. Important to collect all revenues for future home repairs. Of rent based on section 95 operating expenditures, important to add 10 to 20% to cover the costs of maintenance and repairs]
Rationale	All communities are to pay rent and other fees to ensure the homes are paid. Housing is not free and the Council must collect fees to cover their operating costs for the homes (mortgages, maintenance, repairs debt charges).
Procedure	[to be determined by First Nation]

## 8.12 Selected Applicants – Decline Offer for Rental Unit

Policy	Selected applicants may decline accepting the rental house prior to moving in, without penalty if they notify the Housing Department within two weeks of the date on the acceptance letter.
Rationale	Applicants can opt out and not take the unit.
Procedure	The applicant must provide a written note that they are not taking the unit. Applicants will notify the Housing Department, in writing, of refusal as soon as they decline. The next successful applicant on the rental housing list can be offered the house. A written decision to decline a house is final and binding.

## 8.13 Appeal Decision of Housing Department

Policy	Any applicants, whose housing application is refused by the Housing Administrator, may appeal the decision in writing.
Rationale	Important that everyone has an opportunity to voice their objections to an administrative decision. Also provided in by-law.
Procedure	<p>1) Applicants will appeal directly to the Housing Administrator.                  2) The Housing Department will provide the applicant with a written decision and explanation along with supporting documentation as to why an applicant is refused.                  3) If the applicant is still not satisfied with the first appeal they may appeal to the [council needs to determine their appeal process].</p> <p><i>Grounds for an Appeal</i>                  An applicant/tenant may appeal a decision made under this housing policy where the appeal falls under one or more of the following categories:                  a) The policy was not applied which impacted the outcome of the decision being appealed; and/or                  b) There was a lack of procedural fairness which impacted the decision being appealed (i.e. any procedural error, improper investigation, or discrimination); and/or                  c) New information has been provided rendering the original decision unreasonable in light of the new information presented; and/or                  d) The policy is patently unreasonable (i.e. the policy cannot be rationally supported</p>

	or there is a defect in the policy which is immediate and obvious).  [See FNNBOA for a suggested process]
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### 8.14 Occupancy - Rental Arrears and Eviction

Policy	<p>Where a tenant fails to pay their rent, the Housing Department will take one or more of the following steps:</p> <ol style="list-style-type: none"> <li>1. Request the tenant in writing to meet with the Housing Department to establish a rental arrears repayment plan.</li> <li>2. If the tenant is an employee of [name First Nation], they will have their rent deducted from their wages. Arrears are deducted from every pay cheque at a minimum of \$60 per cheque.</li> <li>3. If the tenant is a Council member, and during their time in office they have rental arrears, all of their honorariums and 80% of their mileage will be applied towards the rental arrears until all arrears are paid. Once the rental arrears are paid in full, the full honorarium and mileage will be once again paid to the Council Member.</li> <li>4. If the tenant is a post-secondary student receiving funding from [name the First Nations] then a portion of their rent and \$25/ month arrears will be deducted from their living allowance while the student is in receipt of funding.</li> <li>5. Where there are still outstanding rental arrears, the Housing Department may move to evict the tenant.</li> </ol>
Rationale	Ensure everyone in the communities make their payments and there is no financial burden on either the Council or the community.
Procedure	<p>[name First Nation] will notify the tenant, in writing of the steps and consequences to be taken as soon as there are arrears.</p> <p>For employees of [name First Nation], rental amounts will be deducted at 50% of total rent per pay cheque and arrears will be deducted at \$60.00/pay cheque. Where there are three pay periods per month, rent payments will be deducted on the first and second pay period. Arrears will be deducted from every pay cheque.</p> <p>For students receiving Post-Secondary funding, a request will be submitted to education for 25% of the total living allowance (in accordance with CMHC Verification of Income for Rent Determination) towards the rent amount plus \$25 per month arrears while the student is attending school and receiving funding.</p> <p>Honoraria Deductions: Any tenant who has housing arrears and who participates on any [name First Nation's] committee will have a portion of their honoraria applied to arrears.</p> <ol style="list-style-type: none"> <li>1. Arrears amount between \$.01-\$5,000 the deduction is 25%</li> <li>2. Arrears amount between \$5,001 and up, the deduction is 50%</li> </ol> <p>[name First Nation] Contracts:</p> <p>Any tenant who is contracted by any [name First Nation] department to perform a duty for which they will be paid, and who has housing arrears, will have a minimum of 25% of their contracted income deducted for arrears repayment. <i>[IF APPLICABLE] Approved [name First Nation] member Christmas distributions will</i></p>

*be applied to current arrears owing. Any other approved [name First Nation] member distributions or any distribution of monies from any settlement will be applied to current and historical arrears owing at a set amount determined by Chief and Council and by Band Council Resolution.*

Prior to initiating legal proceeding against the tenant, the Housing Department will notify the tenant with a demand letter outlining:

- The amount owed.
- The procedures to make payments.
- The legal consequences of failing to make payments.
- The Housing Department will not renovate or repair any homes of tenants in rental arrears unless the renovation or repair is required for safety, health or disability reasons.

Repayment Terms:

The repayment agreement term will not exceed 12 months. Repayment agreements exceeding 12 months must obtain prior written approval of the [name First Nation] First Nation Band Administrator.

Breach and automatic termination: failure to make full and timely payments in conformance with the repayment agreement shall result in automatic termination of the repayment agreement without further notice of warning.

Note: avoiding automatic termination by a showing of good cause; automatic termination may not be imposed if a tenant provides documentation of good cause as to why the payments were not fully and timely paid. Determination of good cause shall be at the sole discretion of the Housing Administrator.

### **Rent Collection and Default Procedures**

The Housing Department's tenant file shall include dated documentation regarding all attempts made by the Housing Department to contact the tenant pertaining to late payment or non-payment of rent. Non-payment of rent policies will be applied immediately after one payment has been missed as follows:

Rent payments are due to be paid by the tenant on the 1st working day of the month. If rent is not paid on the 1st working day of the month, the rent payment is considered in arrears.

*First notice* - A first notice will be sent to the tenant on the 3rd working day of the first month the payment is missed. The tenant will be advised to pay the outstanding rent in full or to make an appointment with the Housing Department to arrange repayment of the arrears.

*Second notice* – If by the 15th day of the month no payment has been received and if the tenant has not contacted the Housing Department to make arrangements for repayment of the arrears, a second notice will be sent. The notice will remind the tenant that the account is in arrears and they must repay the arrears in full or meet with the Housing Department and enter into a written agreement to repay the arrears over a mutually agreed upon amount of time; if a repayment agreement is entered into the tenant must pay a minimum of 15% of the arrears on the date the agreement

	<p>is entered into. The second notice will confirm of the consequences of failing to repay the arrears or make repayment arrangements. The Housing Department will make at least two efforts to contact the tenant by telephone or personally at the Rental unit to resolve the arrears.</p> <p><i>Third notice</i> – If, on the last day of the month, no payment has been received or the tenant has not entered into a repayment agreement as noted in 1.3 above, a third written notice will be sent on the 1st day after the second payment has been missed. The notice will confirm the tenant has 10 calendar days to pay the arrears in full or to meet with the Housing Department and enter into a written repayment agreement as noted in 1.3 above including payment of 15% of the two months overdue rent. The notice will confirm that failing to repay the arrears in full and enter into a repayment agreement will result in the Housing Department issuing a termination of tenancy notice/eviction.</p> <p><i>Fourth and final notice</i> - 10 day notice to terminate tenancy/eviction. If by the 11th calendar day of the second month the tenant has neither paid the arrears in full nor entered into a written repayment agreement to repay the arrears, a 10-day notice to terminate tenancy will be issued to the tenant. The notice will specifically state the day and time the tenant is to leave the unit (end a tenancy).</p> <p><i>The final notice</i> will be delivered (a) by registered mail to the mailing address noted on the tenant file or (b) by hand to an adult person living in the rental property or (c) posted to the front door of the property with a third-party as witness to the delivery of the notice. A photo will be taken of the posting and added to the tenant File.</p> <p>The Housing Department shall cease the termination of tenancy action only where the tenant pays the two-month's rent payment in full by cash, certified cheque or bank draft before the expiration of the 10 day notice period. A repayment agreement will not be accepted.</p> <p>If an eviction order is ordered, the Council will contact the authorities have the locks replaced. The Council can take possession of all items in the unit and on the property.</p> <p>The tenant can appeal the decision to have a tenant evicted. See appeal process. If the board makes an order for eviction, you must have all your possessions removed within 72 hours.</p>
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### 8.15 Tenant Maintenance Responsibilities

Policy	<p>Tenants are responsible for basic maintenance in their unit. tenants are also responsible to take CMHC home maintenance program [cross reference with other policy on successful applicant]. The tenant shall take good care of the unit and keep it in clean condition during the term of the lease. The tenant will keep clean and in good condition all fitting, fixtures, appliances and furniture which are the property of the landlord. The tenant will not redecorate, wallpaper or make any changes or alterations for the unit without written consent from the landlord. In the event the tenant refuses or neglects to maintain the unit be paid by the tenant to the landlord</p>
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	<p>upon demand.</p> <p>The tenant shall be responsible for and promptly pay the landlord upon demand:</p> <ul style="list-style-type: none"> <li>a) Costs of repairing plugged toilets, sinks and drains and the cost of damage resulting directly or indirectly from any occupants in the unit.</li> <li>b) The cost of repairing or replacing all windows, light fixtures, screens, fuses, light bulbs damaged, broken, removed or destroyed during the term of this lease.</li> <li>c) The cost of cleaning, repairing and replacing all floor coverings, soiled, damaged, water stained or destroyed.</li> <li>d) The cost of repairing any damage done by reason of water or gas escaping from the unit caused by the tenant's neglect or willful damage or by any one for who the tenant is responsible.</li> <li>e) The cost of any other repairs or replacements to the unit or to any other property of the landlord on or beside the unit, due to tenant neglect or fault of guests or invites of the tenant, or as a result of vandalism.</li> </ul>
Rationale	Ensure the housing assets are maintained and kept up to standard
Procedure	Tenants will be provided with the maintenance check list and basic maintenance guide developed by FNNBOA. Tenants will be enrolled into the maintenance program. Contract will make it clear on the roles and responsibilities of the tenant (e.g., changing light bulbs)

## 8.16 Housing Department Responsibilities

Policy	The Housing Department shall not repair or fund any structural changes or additions made by the occupant. The Housing Department shall seek reimbursement from the occupant for the cost of repairs of damage resulting from the occupant's neglect or irresponsibility. The Housing Department is responsible for emergency repairs as provided elsewhere in the policy.
Rationale	The maintenance of the asset is important
Procedure	See other sections regarding repairs [need to cross reference the policy manual]. Clear roles and responsibilities must be established and made clear to the tenants.

## 8.17 tenant – Repayment Agreement/Plan

Policy	Where a tenant fails to pay as agreed, the Housing Department may allow the tenant to avoid termination through the execution of a Repayment Agreement Plan.
Rationale	Tenants may encounter difficulty meeting their financial commitments. The Housing Department will provide assistance by working out an affordable repayment plan.
Procedure	Tenants are responsible to notify the Housing Department immediately when they are unable to meet their financial commitment to pay rent. The tenant and the Housing Department will work together to resolve the unpaid rent by developing a repayment plan. Both the tenant and the Housing Department shall agree, in writing,

	to the terms of the repayment agreement. The tenant shall be provided with a signed copy of the agreement, a second copy will be on the tenant file and one copy will be in the accounts receivable file in the finance department [may be different name]. The tenant shall pay 15% of the arrears at the time of signing the repayment agreement. If a tenant does not follow through with the requirements of the repayment agreement, the eviction policy will be enforced effective immediately.
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### 8.18 Occupancy – Death of Member & Surviving Non-Member Spouse

Policy	Where a member whose name is on the Tenancy Agreement dies and the surviving spouse has dependent members, that spouse can remain in the house under a new Tenancy Agreement until the dependents come of age so long as they are able to pay the required rent. If the dependent member, at coming of age, wants to remain in the rental unit, then they must sign a new Tenancy Agreement and assume all responsibilities, including but not limited to payment of rent. If there are no member dependents, then the surviving non-member has one year to vacate the rental unit.
Rationale	Ensure the Tenancy Agreement can be transferred accordingly
Procedure	Meet with Housing Department to make the necessary arrangements. Revise the agreements as needed. Provide a copy of document to the tenant.

### 8.19 Occupancy - Death of a Member Tenant

Policy	Where a tenant passes away and there are no other tenants occupying the rental unit, the Tenancy Agreement ends 30 days after the tenant dies.
Rationale	The rental unit is the property of [name First Nation] and will be put back into the active housing stock.
Procedure	<p>The Housing Department will notify the executor or Administrator of the estate, or a family member if there is no executor or Administrator, by letter of the end date of tenancy. Where all the keys for the rental unit are not found, the Housing Department will have the house locks changed. [consideration should be given to change the locks where there are new tenants].</p> <p>Because the tenancy agreement is still in effect for 30 days following the tenant's death, the Housing Department must leave the deceased tenant's property in the unit for this 30 day period. The Housing Department can dispose of any unsafe or unhygienic items (for example, rotting food) in the unit right away. The Housing Department must allow the estate's representative reasonable access to the unit during the 30 days following the tenant's death to remove the deceased tenant's property.</p> <p>After the 30 days, the Housing Department will dispose of the deceased tenant's property if there is any remaining in the Rental Unit. Where the Housing Department has to clean out a unit, all cleaning costs will be assessed to the tenant and added to the tenant's account.</p>



## 8.20 Occupancy – Separation of Member

Policy	Where a member whose name is on the Tenancy Agreement is separated and the non-member spouse has custody of dependent members, then that spouse can remain in the house under a new Tenancy Agreement until the dependents come of age. unit, they must sign a new Tenancy Agreement. If this unit is an RGI Sec 95 home, Verification of Income must be based on the new tenant. If it is a flat rate Sec. 95 rental unit or Band owned rental unit, the rent may be adjusted based on current costs of operating the home. If there are no member dependents, the separated non-member has no claim to the rental unit and must be to one to move out after the separation.
Rationale	Important to keep record of the rental units including the tenants
Procedure	Meet with Housing Department to make the necessary arrangements and provide the documentations. Ensure copy goes into the file.

## 8.21 Rent to Own Policies and Procedures

Policy	To be developed by First Nations
Rationale	To be developed by First Nations
Procedure	To be developed by First Nations

## 8.22 Annual Tenancy Renewal

Policy	All tenants must review their Rental Tenancy Agreement with the Housing Administrator and update and initial the family profile, any amendments, and provide a complete undated verification of income for tenants living in CMHC Social Housing units.
Rationale	To ensure all information is updated and accurate.
Procedure	Set up meeting with Housing Administrator after January 1 and ensure the Housing Department has received the documents by March 1 each year.  Verification and Documentation: Tenants shall be required to furnish proof of their birth certificates or other proof of family composition statements when required by the Housing Department to reasonably assure accuracy. Certification by signing the Yearly Tenancy Renewal shall be considered sufficient verification of the family composition.

## 8.23 Increase in Rental Payments

Policy	Where the [name First Nation] wants to increase the rental payment, they must give the tenant written notice at least 90 days before the date of the rent increase. The landlord may increase the rent if at least 12 months have passed since the last rent increase or since a new tenant moved into the rental unit.
Rationale	To ensure the Council recoups its costs and operates without a deficit.
Procedure	The Housing Department will provide the tenant in writing about the rental payment increase. The written notice will be hand delivered or sent by courier.

## 8.24 End/Termination of Tenancy

Policy	<p>A tenancy ends only if one or more of the following applies:</p> <ol style="list-style-type: none"> <li>1. The tenant or landlord gives notice to end the tenancy in accordance with one of the following:             <ol style="list-style-type: none"> <li>a. tenant's notice;</li> <li>b. landlord's notice: non-payment of rent;</li> <li>c. landlord's notice: cause;</li> <li>d. landlord's notice: tenant ceases to qualify;</li> <li>e. tenant may end tenancy early;</li> </ol> </li> <li>2. The Tenancy Agreement is a fixed term Tenancy Agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy;</li> <li>3. The landlord and tenant agree in writing to end the tenancy;</li> <li>4. The tenant vacates or abandons the rental unit;</li> <li>5. The Tenancy Agreement is frustrated (see definitions)</li> <li>6. The tenant willfully breaches any 3 policies in a 12 month period,</li> <li>7. Failure to respond to a policy violation when asked by the Housing Department to correct situation</li> <li>8. Department to correct situation</li> </ol>
Rationale	Important that the notification to end or terminate a tenancy is clearly understood by all parties.
Procedure	The Housing Department will need to receive a written notice by the tenant on the reasons to end the tenancy. The written notice needs to be reviewed. A meeting must be held between the Housing Department and the tenant to review the reasons. If acceptable, the Housing Department will need to provide the next steps.

## 8.25 Termination of Tenancy by Landlord: Cause

Policy	<p>The Housing Department may end a tenancy by giving notice to end the tenancy if one or more of the following applies:</p> <ol style="list-style-type: none"> <li>1. The tenant is late paying rent three times within one calendar. Where the tenant is repeatedly late with/fails to make their rental payment as agreed, this is a violation of the terms of their rental agreement and the housing policy. After the second instance where a tenant is late and / or has failed to make their rental payment as agreed, the Housing Department shall schedule a meeting with the tenant to review the consequences of failing to honour their payment responsibilities. The Housing Department shall provide written confirmation to the tenant that, if there is a third instance where the housing payment is late and or not made as agreed, the third payment violation will result in the eviction policy to begin.</li> <li>2. There are more occupants, registered or unregistered, in a rental unit than allowed [FN may need a specific policy to address this item]</li> </ol>
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	<p>3. The tenant, or a person permitted on the residential property by the tenant has:</p> <ul style="list-style-type: none"> <li>(i) Significantly interfered with, or unreasonably disturbed, another occupant or the landlord of the residential property,</li> <li>(ii) Seriously jeopardized the health or safety, a lawful right or interest of the landlord or another occupant, or</li> <li>(iii) Put the landlord's property at risk;</li> </ul> <p>4. The tenant, or a person permitted on the residential property by the tenant, has engaged in illegal activity that:</p> <ul style="list-style-type: none"> <li>(i) Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,</li> <li>(ii) Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or</li> <li>(iii) put the landlord's property at risk;</li> </ul> <p>5. The tenant, or a person permitted on the residential property by the tenant, has caused damage to a rental unit or residential property;</p> <p>6. The tenant does not repair damage to the rental unit or other residential property, as required within a reasonable time;</p> <p>7. The tenant has failed to comply with a material term, and has not corrected the situation within a reasonable time after the landlord gives written notice to do so;</p> <p>8. There are unauthorized and/or unregistered tenants occupying the unit.</p> <p>9. The original tenant has decided to sublet the rental unit. [FN may need a policy regarding sublet – is it allowed or not]</p> <p>10. The rental unit must be vacated to comply with an order of issued by the federal, provincial, municipal or Council authorities;</p> <p>A tenant may dispute a notice under this section by making an application for appeal [need to make reference to document] within 5 days after the date the tenant receives the notice. If a tenant who has received a notice under this section does not make an application for dispute resolution [FN will need to make reference to dispute resolution mechanism. If none exists remove this section] it is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and the tenant must vacate the rental unit by that date. The appeal process is provided in the by law.</p>
Rationale	Need to protect the community assets
Procedure	<p>30-day Notice of Termination will be issued to the tenant from the Housing Department for breach of the terms and conditions of their Tenancy Agreement and the Housing Department policies and procedures.</p> <p>Immediate termination may be issued if the tenant, or a person permitted on the residential property by the tenant, has engaged in illegal activity that:</p> <ul style="list-style-type: none"> <li>1. Has caused, or is likely to cause, damage to the landlord’s property.</li> <li>2. Has adversely affected, or is likely to adversely affect, the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or</li> <li>3. Has jeopardized, or is likely to jeopardize, a lawful right or interest of another occupant (community member), or the landlord.</li> </ul>

## 8.26 Termination by Landlord: Tenant Damage

Policy	The tenant shall notify the housing manager within 24 hours when damage to the unit occurs.
Rationale	To protect the housing assets and address any emergencies regarding the unit.
Procedure	<ol style="list-style-type: none"> <li>1. The housing manager may at all reasonable times and with 24 hours written notice to the tenant enter the unit to examine its condition.</li> <li>2. The tenant is responsible to pay repair costs (labour and materials) for damage to the unit that result from willful damage or neglect by the tenant, other occupants, their guests, and for damage caused by their pet(s).</li> <li>3. Where repairs are required to the unit as a result of willful damage or neglect the following procedures shall be applied:             <ol style="list-style-type: none"> <li>a. An inspection shall be completed and a written inspection report shall be prepared confirming the repairs required as a result of willful damage or neglect by the tenant. The move-in inspection report or the most recent annual inspection report shall be used to confirm the damage. The report shall include an estimate of costs (labour and material) for the repairs.</li> <li>b. Within five (5) working days of receiving the inspection report, the housing manager shall issue a written notice of tenant damage [FN need to reference written notice document here] to the tenant to confirm the required repairs and offer options to repay the cost of repairs. The options shall include repayment in full of the repair costs within 30 days of the date of the notice or, to enter into a repayment agreement with the housing manager.</li> <li>c. Where a repayment agreement is entered into, the tenant shall pay a minimum of 15% of the estimated repair costs by cash, money order, certified cheque or Interac debit on the date the agreement is signed [FN will need to confirm use of Interac and Debit as well as to offset the costs of using these payment schemes].</li> </ol> </li> <li>4. After the repair costs are paid in full, a repayment agreement is in place, the housing manager shall arrange for the repairs to be completed.</li> <li>5. Where the tenant does not pay for the repairs within the date specified or, enters into and does not honour a repayment agreement for the repairs, the housing manager shall enforce consequences for breach of the rental agreement as confirmed within this policy.</li> <li>6. All instances of tenant damage shall be recorded in the tenant's file and remain on file indefinitely.</li> </ol>

	<p>7. Costs to repair tenant damage, which are confirmed during the move-out inspection or where the tenant has vacated/abandoned the unit without a move-out inspection, shall be deducted from the security deposit. Where repair costs exceed the security deposit the housing manager shall:</p> <ol style="list-style-type: none"> <li>a. Forward written confirmation to the former tenant, where a forwarding address has been provided/is known, and demand repayment of the balance of the repair costs; and/or</li> <li>b. Note the value of the repair costs as an account owing against the former tenant; and/or</li> <li>c. File a report of damages to the local police department.</li> </ol> <p>8. Where the former tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former tenant shall not qualify for First Nation housing programs until such costs have been repaid in full.</p>
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### 8.27 Termination by Landlord: Non-payment of Rent

Policy	The landlord may end a tenancy if rent is unpaid on any day after the day it is due by giving notice to end the tenancy.
Rationale	Rental arrears financially affect the entire community
Procedure	Rent Collection and Default Procedures cross reference to earlier policy

### 8.28 Termination by Landlord: Eviction

Policy	“Eviction Notice” are to be served to tenants of Band property for breaching the terms and conditions of the Tenancy Agreement and the Housing Policy.
Rationale	Protect the assets of the community
Procedure	For the purpose of determining evictions, the following will be deemed to represent just cause for the Eviction Notice (see: Termination of Tenancy by landlord: Cause ) If the tenant refuses to vacate the rental unit, the Housing Department has no choice but to require the tenant to leave, arrange for locks to be changed at the unit and the removal and storage of all belongings for a period of 1 month. The tenant will be charged for the above listed expenses.

### 8.29 Appeal of Termination of Tenancy

Policy	Any tenant whose tenancy has been terminated by the Housing Administrator, may appeal the decision in writing, within five (5) working days of receiving Termination
Rationale	Fair process to all community members.
Procedure	The Housing Department will provide the applicant with a written decision and explanation along with supporting documentation as to why a Tenancy was terminated. Tenants will send a written appeal directly to the Housing Administrator. The Housing Administrator shall respond to the appeal within five (5) working days

	of receiving the appeal letter. If the tenant is still not satisfied with the first appeal they may appeal to [name First Nation] <i>Housing Board of Appeals</i> [need to confirm the appeal process in your community]. <i>The Housing Board of Appeals decision is final and binding. All recommendations by the Board will be adhered to.</i>
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### 8.30 Serving Notice & Warnings

Policy	The Housing Department must serve notices and warnings to tenants for breaching the terms and conditions of the Tenancy Agreement and/or the Housing Policies.
Rationale	Documentation of incidents and activities that are in contradiction of their agreement, and provide opportunity to the tenant to correct the behavior.
Procedure	The Housing Department must serve notice and warnings according to the following procedures: <ol style="list-style-type: none"> <li>1. By leaving a copy with the tenant or at the tenant’s residence with an adult who apparently resides with the person. If the person accepting the notice is not the tenant, they shall sign they have accepted the notice,</li> <li>2. By attaching a copy to a door or other conspicuous place at the address at which the tenant resides. The notice is considered served three full days later. A photo will be taken and attached to the tenant file.</li> <li>3. By transmitting a copy to a fax number provided as an address for service by the tenant. The notice is considered served three full days later.</li> <li>4. Sending a copy by registered mail to the address at which the tenant resides or to a forwarding address provided by the tenant. The notice is considered served five days after mailing.</li> </ol>

### 8.31 Termination of Tenancy by Tenant

Policy	tenants are required to provide the Housing Department with 30-days notice to terminate the Tenancy Agreement and vacate the premises. If a tenant abandons a rental unit they are still responsible for any arrears and damage to the unit. As well, any belongings left in the rental unit will be immediately disposed of at the cost to the tenant.
Rationale	The Housing Department must ensure that the unit is prepared and ready for the next occupant, coordinate move out inspection and provide notification to selected applicant of unit availability.
Procedure	30-day Notice of Termination will be issued by the tenant to the Housing Department. “tenant Giving Notice”, the tenant must ensure the landlord receive the written notice before the end of a rental payment period. <ol style="list-style-type: none"> <li>1. Delivery to the landlord in person on or before the last day of the month. The notice may be given to someone who acts as an agent for the landlord.</li> <li>2. Mailed to the landlord at least five days before the last day of the month. Registered mail provides the tenant with a receipt to prove delivery.</li> </ol>

## 8.32 Extended Absence from Rental Unit

<p>Policy</p>	<p>An extended absence may be granted to tenants who need to move away from their unit.</p> <p><b><i>Vacating the Unit on a Temporary Basis</i></b>  Where the tenant shall be away temporarily from the unit (refer to definition of temporary below) the tenant shall remain responsible to pay all housing costs including rent, utilities, and other service charges and arrange for an on-site visit at least twice per week and regular care of the unit by a family member to ensure the unit remains protected against the elements and vandalism and the unit and property are maintained in good order. A temporary absence is defined follows:</p> <ol style="list-style-type: none"> <li>1. November 1 to March 31 – an absence greater than 10 consecutive days and less than 30 consecutive days; and</li> <li>2. April 1 to October 31 – an absence less than 30 consecutive days. The tenant shall be responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence.</li> </ol> <p><b><i>Vacating the Unit for an Extended Basis</i></b>  Where the tenant shall be away from the unit for an extended period of time that is defined as greater than 30 consecutive days but less than 2 years they may be permitted to retain tenancy only where they are vacating the unit during this period due to:</p> <table border="1" data-bbox="354 1146 1289 1619"> <thead> <tr> <th>Reasons</th> <th>Maximum leave time in Months</th> </tr> </thead> <tbody> <tr> <td>Care for an aging relative</td> <td>24</td> </tr> <tr> <td>Care for a child in a hospital setting</td> <td>24</td> </tr> <tr> <td>Post Secondary education</td> <td>24</td> </tr> <tr> <td>Work opportunity</td> <td>6</td> </tr> <tr> <td>Alternate financial gains for the family</td> <td>6</td> </tr> <tr> <td>Incarceration</td> <td>24</td> </tr> </tbody> </table> <ol style="list-style-type: none"> <li>3. Where the tenant shall be away from the unit for an extended period of time as defined above for reasons not relating to employment, education or medical treatment, they shall not be permitted to retain tenancy and shall be required to permanently vacate the unit as outlined in the rental agreement and this housing policy.</li> <li>4. The tenant shall provide written notification to inform the housing manager of their planned absence a minimum of one month prior to vacating the unit.</li> <li>5. The primary tenant will provide written notification one month prior to the</li> </ol>	Reasons	Maximum leave time in Months	Care for an aging relative	24	Care for a child in a hospital setting	24	Post Secondary education	24	Work opportunity	6	Alternate financial gains for the family	6	Incarceration	24
Reasons	Maximum leave time in Months														
Care for an aging relative	24														
Care for a child in a hospital setting	24														
Post Secondary education	24														
Work opportunity	6														
Alternate financial gains for the family	6														
Incarceration	24														

end of the maximum allowable absence informing the Housing Department of their decision to return to the unit or vacate the unit.

6. Any live-in replacement tenant must meet the basic criteria as outlined [make reference to earlier policy]]
7. The replacement tenant must sign an addendum to the original tenancy agreement stating they will abide by the Policy and Procedures as outlined.
8. During their absence the tenant shall:
  - a. Remain responsible to pay all housing costs including rent, utilities, other housing services and, for repairs and maintenance; and
  - b. Arrange for a weekly on-site visit and regular care of the unit by a family member to ensure the unit remains protected against the elements and the unit and property are maintained in good order. Where the tenant does not arrange for proper care and the housing manager is required to carry out monitoring inspections and/or unit or property care and maintenance, the tenant shall be charged for the cost of the housing manager carrying out these services; and
  - c. The tenant shall be responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence.
9. The housing manager shall arrange for an inspection to confirm the condition of the unit before the tenant vacates the unit; the inspection shall be completed according to the move-out inspection requirements of this housing policy. When the tenant returns to the unit, the housing manager shall arrange an inspection to confirm the condition of the unit at the time the tenant returns; the inspection shall be completed according to the move-in inspection requirements of this housing policy. The tenant shall be responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence.
10. Where the tenant is not able or willing to remain responsible to pay all housing costs and arrange for regular care of the unit as noted above, the rental agreement shall be terminated and the tenant shall vacate the unit.
11. Where the tenant fails to notify the housing manager of their absence they shall be in breach of the rental agreement and this housing policy and the housing manager shall take action to protect the unit and property and/or terminate the rental agreement.
12. In the event that rent is not paid on time and in full or for any other reason as stated in [need to reference earlier policy], the eviction policy will be followed as outlined. Any belongings that are left in the unit will be the responsibility of the original tenant. If the original tenant is unable to retrieve their belongings, the Housing Department will remove the items, store them in a paid storage facility for one (1) month and the original primary tenant will be responsible for the charges. After one (1) month, the original primary tenant will need to remove the items and if unable to do so the Housing Department will dispose of them. Any outstanding charges will be arrears for the original primary tenant.

### ***Securing the Vacant Unit***

13. Failure by a tenant to inform the housing manager of an absence greater than 30 consecutive days shall result in that tenant being charged for any cost



	required to secure the unit or to repair damages that occur during their absence. The housing manager shall invoice the tenant for the cost of the repairs (labour and materials).
Rationale	The Housing Department needs to be kept informed regarding the vacancy of a unit.
Procedure	tenant to provide reasons for long term absence. The tenant is to provide their response in writing. Housing Department is to review and provide any correspondence in writing.

### 8.33 End of Tenancy – Inspection

Policy	<p>The tenant and the Housing Department will schedule a walk-through inspection of the premises prior to vacating. The “Unit Condition Report – Move In/Move Out” [need to reference document here] form will be filled out by the Housing Department indicating areas of responsibility of the tenant or that of the Department.</p> <p>The tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. The exiting tenant must ensure that the move-out procedures are followed to avoid additional charges should the Housing Department have to carry out these responsibilities, this includes:</p> <ol style="list-style-type: none"> <li>1. Rugs clean and vacuumed and shampooed if necessary;</li> <li>2. Floors cleaned;</li> <li>3. Walls cleaned;</li> <li>4. All electrical light bulbs functioning and in place and all fixtures whole and in place;</li> <li>5. Refrigerator and freezer cleaned and left in good working order;</li> <li>6. Stove cleaned on the interior, exterior and surrounding area and left in working order;</li> <li>7. All garbage removed from the premises inside and outside;</li> <li>8. Washer and dryer cleaned and left in working order.</li> </ol>
Rationale	The asset must be protected and maintained.
Procedure	<ol style="list-style-type: none"> <li>1. The landlord must offer the tenant at least 2 opportunities for the inspection.</li> <li>2. The landlord must complete a Unit Condition Report [? Will need to name according to FN report] in accordance with this policy.</li> <li>3. Both the landlord and tenant must sign the <i>Unit Condition Report</i> and the landlord must give the tenant a copy of that report. The landlord may make the inspection and complete and sign the report without the tenant if: <ol style="list-style-type: none"> <li>a. the landlord has complied with [need to reference the agreement here] and the tenant does not participate on either occasion, or</li> <li>b. The tenant has abandoned the rental unit.</li> </ol> </li> </ol>

### 8.34 End of Tenancy - Leaving the Rental Unit

Policy	Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.
Rationale	The landlord must prepare the unit for the next tenants.

Procedure	The tenant must give the landlord all keys (Unit keys, Shed Keys, and Mail Keys) or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property. Any keys that are not provided the tenant will be charged to replace the keys.
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### 8.35 Return of Damage Deposit

Policy	<p>Within 30 business days after the date the tenancy ends and the Unit Condition Report has been completed the landlord will repay any damage deposit to the tenant if the rental unit is reasonably clean, and undamaged except for reasonable wear and tear.</p> <p>The landlord will retain all or part of the deposits if the rental unit is damaged or rent is not paid up to date. At the beginning of a tenancy, the tenant will agree in writing the landlord may retain the amount to pay a liability or obligation of the tenant.</p>
Rationale	The asset belongs to the community.
Procedure	<p>In an emergency such as break-in, the Housing Department may change the house locks. The Housing Department must render the new keys to the tenant. The Housing Department may not change house locks because the tenant has not paid rent.</p> <p>The tenant may wish to change the house locks for personal reasons; the tenant must obtain written consent from the Housing Department prior to changing the locks. The Lock Specifications will be given to the tenant at time of request. The tenant must render one copy of the new keys to the Housing Department.</p>

### 8.36 House Locks

Policy	The tenant cannot change the locks of the rental unit without prior written approval from the Housing Administrator.
Rationale	The Housing Department is responsible for securing the housing assets. tenants are expected to ensure their own safety and security of belongings. It is the responsibility of the tenant to report malfunctioning locking systems.
Procedure	<p>In an emergency such as break-in, the Housing Department may change the house locks. The Housing Department must render the new keys to the tenant. The Housing Department may not change house locks because the tenant has not paid rent.</p> <p>The tenant may wish to change the house locks for personal reasons; the tenant must obtain written consent from the Housing Department prior to changing the locks. The Lock Specifications will be given to the tenant at time of request. The tenant must render one copy of the new keys to the Housing Department.</p>

### 8.37 Unit Inspection

Policy	The Housing Department must perform yearly Unit Inspection Reports [FN will need to make this part of their policy and include in tenancy agreement]. The Housing Department may only enter rental units with proper notice and with good reason.
Rationale	House inspections form part of the overall maintenance plan, and important to comply with the CMHC Operating Agreement and Insurance Policy; to ensure the home is in good repair and identifies areas needing attention and servicing: provide an informal opportunity to discuss with the occupants any concerns they may have regarding the unit.
Procedure	<p>The Housing Administrator must complete the yearly Unit Inspection Report. [FN will need to include this as part of their tenancy agreement] All rooms in the rental unit must be made available for inspection. Upon completion, a signed copy will be given to the tenant.</p> <p>The Housing Department must give the tenant between 24 and 72 hours written notice when they intend to enter the premises and provide good reason. If the tenant can not be there at the agreed upon time, the inspection is to be rescheduled within the next 72 hours.</p> <p>The Housing Department can enter the premises without notice if the tenant refuses to meet at the re-scheduled time.</p> <p>The Housing Department can enter the premises without notice if it has been reported or suspected that the tenant has abandoned the home or there has been illegal activity. The Housing Department will have another person in attendance when entering a unit and there is no one home. Date and time of entry will be noted in the tenant maintenance file.</p> <p>The Housing Department can enter the premises without notice in case of an emergency such as fire or flood.</p> <p>Move out inspections will be carried out with the vacating tenant. A conditions report will be provided to the vacating tenant, itemizing condition and costs of repairs that are the tenants' responsibility.</p> <p>Fire Safety Inspection – the Housing Department will arrange with local fire department (ID will be provided by Inspector to tenant) to carry out periodic fire safety inspections. Tenants are expected to cooperate and correct fire safety issues identified by the inspector.</p>

### 8.38 Repairs – General Maintenance

Policy	General maintenance, such as upkeep and repairs of the structure and major appliances, shall be the responsibility of the Housing Department. Tenants shall provide the daily basic upkeep of the home. ( FN will need to provide landlord and tenant Maintenance Responsibilities; FNNBOA has developed report on home
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	maintenance).
Rationale	Increase useful life of the unit, meets health and safety standards
Procedure	Tenants will be given written notice to carry out maintenance items for which each tenant is responsible for. This will be based on any unit condition inspections and reports that are completed. Failure to carry out the required maintenance request within a specified time as directed by the Housing Department, the Housing Department may attend to the outstanding maintenance issue and charge the tenant for doing so. The tenant's account will be charged. Any unpaid charges will be considered as housing arrears, and subject to collections policy.

### 8.39 Repairs – Emergency

Policy	<p>Emergency repairs are those required due to circumstances beyond the control of the tenant and the Housing Department, which requires work that must be complete as soon as possible in order to protect the housing asset as well as protect the health and safety of the occupants or the surrounding community.</p> <p>This also includes work that will not threaten health or safety, but must be completed as soon as possible in order to prevent damage to the residential unit.</p>
Rationale	To ensure the housing assets are protected and address health and safety issues promptly and effectively.
Procedure	<p>The tenant is required to notify the Housing Department of the problem(s).</p> <p>Serious problems include:</p> <ol style="list-style-type: none"> <li>1. No heat during winter months</li> <li>2. Flooding or water leaks</li> <li>3. Sewer back-up</li> <li>4. Appliance failure</li> <li>5. Leaky roof</li> <li>6. Frozen pipe</li> </ol> <p>After business hours and week-ends the tenant must call the Housing Department and notify them of the issue immediately. The Housing Administrator will arrange for services and repairs from authorized service companies. If the call-out is determined to be a non emergency the tenant is required to pay the difference from what a regular call-out rate would be.</p> <p>The housing manager shall carry out emergency repairs where these repairs include:</p> <ol style="list-style-type: none"> <li>a) Any accident, break or defect in interior plumbing, heating or electrical systems, or safety features in any part of the home; and</li> <li>b) Any item that presents a hazard to the immediate health or safety of the tenant; and</li> <li>c) Any item required to prevent the loss of an essential service.</li> </ol> <p>Where emergency repairs are confirmed by an inspection to be a result of willful damage or neglect on the part of the tenant, the housing manager shall arrange for the repairs to be completed and shall demand payment of the repair costs from the tenant. The housing coordinator may file a report of damages to the local police department.</p>

## 8.40 Repairs – Standard Maintenance

Policy	From time to time, things wear out that are the Housing Department responsibility to repair. If it is a non-emergency, the Housing Department is to notify the tenant of any repairs to the home that is independent of any repairs that is the responsibility of the tenant.
Rationale	To ensure that all supplied appliances and premise conditions are kept in good working order.
Procedure	<p>The tenant is to contact the Housing Department and provide information on what needs repair. The housing Department is to make a request for repair based on the information. The tenant can also come to the Housing Department and complete a work order form [FN may need to develop] to identify the repairs and schedule a date for the repairs. [FN may want to provide a work order form with the tenant package or make it available on website]. Once the work order is completed the following procedure should be followed:</p> <ol style="list-style-type: none"> <li>1. A copy is given to the tenant, Housing Department and Maintenance department.</li> <li>2. The Housing Department shall maintain a log of work-orders issued.</li> <li>3. Work orders assist in schedule priority of work by Housing Department and maintenance staff.</li> <li>4. The Housing Department will contact the tenant as soon as the work is scheduled to ensure the tenant will be available. If the tenant is unable to be home at the time of repair, they must have another adult over the age of 18 at the home to let the maintenance staff into the house.</li> <li>5. A follow-up call and visit to the tenant after services are complete to ensure that all work carried out is satisfactory and systems are functioning sufficiently. The tenant and the Housing Administrator will both sign off on the Work Order showing the work was completed and the Work order will be placed in the tenant maintenance file.</li> </ol>

## 8.41 Renovations

Policy	No renovations to the residence may be made without the written consent of the Housing Department.
Rationale	Modifications made to any residence must be done so in compliance with applicable building code and carried out in a professional manner ensuring all safety precautions are adequate to protect the resident and community from harm and reduce liability.
Procedure	<p>Tenants wishing to renovate the premises must submit a report with plans to the housing Department. The request must indicate:</p> <ol style="list-style-type: none"> <li>1. The nature of the renovations, drawings, cost estimates, contractor name and business information (i.e., Worker’s compensation Board number, Business License number, construction time-line, name of certified inspector etc.) and the reason why the renovation is requested.</li> </ol>

	<ol style="list-style-type: none"> <li>2. The tenant must also provide verification that they have sufficient financial resources to carry out the work.</li> <li>3. The tenant must meet with the Housing Administrator to discuss the renovation plan.</li> <li>4. All renovations must meet the provincial Fire and building code requirements.</li> <li>5. The tenant must have funds for the renovations before project approval by the Housing Department. tenants must provide proof of funds including a 10% contingency fund.</li> <li>6. The Housing Department will provide the tenant with a letter of acknowledgment or receipt of their request for renovations. The tenant will arrange for inspection, provide follow-up inspection during renovation and upon completion, and provide copies of these inspection reports to the Band.</li> <li>7. All renovations become property of the Council.</li> </ol>
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### 8.42 Home Based Business

Policy	The tenant must not use the premises for operation of a business without prior written approval from the Housing Department.
Rationale	<p>The Housing Department will not deny reasonable applications or authorization for the operation of home based businesses.</p> <p>Housing is provided in a residential setting to ensure the esthetics of the residential environment. The nature of the business, modification to the property and traffic may effect approval.</p>
Procedure	<p>The tenant must provide the Housing Department with a copy of the Home Business License[issued by First Nation if not remove requirement/procedure] application form to carry on small home based business.</p> <p>Approval and operation of the business shall be granted and allowed upon the following conditions:</p> <ol style="list-style-type: none"> <li>1. The business activity will not disrupt the basic residential nature of the neighborhood.</li> <li>2. The business will not require permanent structural changes to the unit.</li> <li>3. The tenant must provide certificate of insurance for the business with sufficient liability coverage.</li> <li>4. The tenant shall be liable for any damage or injury whatsoever caused by the business, clientele, and/or customers and shall pay the landlord or landlord's agents or employees immediately, upon demand for any and all cost incurred by the landlord as a result of damage or injury caused by the business.</li> <li>5. The tenant agrees to indemnify, hold harmless and defend the landlord and all of the landlord's agents and employees against all liability, judgments, expense (including legal fees), or claims by third parties for any injury or any</li> </ol>

	person or damages to property of any kind whatsoever caused by the tenant's business.
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### 8.43 Pets

Policy	<p>The tenant will be permitted to have pets as long as the pets are:</p> <ol style="list-style-type: none"> <li>1. Common household pets, these include dogs, cats, fish, birds, rabbits and rodents such as guinea pigs, and hamsters, kept as companion animals.</li> <li>2. tenants will be allowed to keep no more than 2 cats and/or dogs, more than one pet of any other species will be approved at the discretion of the Housing Department.</li> <li>3. tenants are expected to look after their pets properly and in a safe, and healthy manner. <ol style="list-style-type: none"> <li>a. All pets must receive proper veterinary care, including all appropriate inoculations (shots against diseases).</li> <li>b. All adult dogs and cats must be spayed or neutered.</li> </ol> </li> <li>4. Not a threat to the landlord or other occupants, community or other animals.</li> <li>5. Not cause damage to the residential property.</li> <li>6. Must be under control of the owner, (i.e., leashed, tied or penned in secure area).</li> <li>7. Not disturb the enjoyment of other occupants or cause a nuisance to the neighborhood. <ol style="list-style-type: none"> <li>a. tenants whose pet(s) are determined by the Housing Department to be disturbing others must remedy the situation immediately.</li> <li>b. A notice will be issued to the tenant to rectify the situation; failure to remedy the situation within a specified time will receive a 30-day notice to remove the pet from the premises.</li> </ol> </li> <li>8. Does not require modification to the residential unit or grounds to accommodate the pet(s); <ol style="list-style-type: none"> <li>a. tenants wishing to keep pets that require construction of pens, fencing or other structures to accommodate the pets must obtain the permission and approval from the Housing Department prior to obtaining the pet or making such modifications. Costs associated with this will be the responsibility of the tenant as will dismantle, demolition and disposal of the structure.</li> </ol> </li> <li>9. No livestock or animals of a farming nature (i.e., horses, cows, goats, pigs, chickens, etc.), breeding stock or bee-keeping are permitted.</li> </ol>
Rationale	<p>Recognizing the important contribution that pets can make to the lives of people who value and appreciate animals, this pet policy is designed to protect both the pet owner and non-pet owners, and to ensure that the animals themselves receive responsible care.</p>
Procedure	<p>Tenants wishing to keep pets must sign the Pet Agreement [FN may need to determine if this is required, if not remove] Failure to comply with any one of these policies will result in termination of the Tenancy Agreement.</p> <p>Any and all damages caused by the pet or the owner as a result of having a pet will</p>

	<p>be the responsibility of the tenant to repair, failure to repair damages within a specified time frame will result in the Housing Department making necessary arrangements for the repairs and charging the tenants account. Any unpaid charges will be considered as housing arrears and subject to collections policy.</p> <p>Photographs of damages caused will be kept on file and attached to damage/repair invoices.</p>
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#### 8.44 Storage of Dangerous Goods

Policy	All dangerous goods must be stored in the proper manner; failure to do so may be cause for eviction.
Rationale	Minimize hazards or threats to the safety of the tenant and the community.
Procedure	<p>tenants may keep on the premises fuel for the operations of small equipment. All fuel storage must be kept in a safe location away from any combustion. Under no circumstances will a tenant store fuel near hot-water tanks, furnaces or other heat source.</p> <ol style="list-style-type: none"> <li>1. Ammunition for firearms is considered explosive; <ol style="list-style-type: none"> <li>a. Only those licensed in accordance with the Firearms Act may store ammunition;</li> <li>b. Ammunition must be kept in a safe</li> <li>c. Under no circumstances will any firearm be stored loaded.</li> </ol> </li> <li>2. Tenants must obtain approval from the Housing Department if they require storage of more than 100 liters of fuel. <ol style="list-style-type: none"> <li>a. The reason for the fuel and;</li> <li>b. The location on the premises that this fuel will be stored.</li> <li>c. Storage containers must be clearly and easily identified as fuel containers.</li> </ol> </li> </ol> <p>Products combined for the production of methamphetamines or evidence of drug lab or any other form of illegal substance production is prohibited. This includes medical marijuana. Tenants face immediate eviction, criminal charges and costs to repair damages and loss of revenue the Band will incur while the premises is uninhabitable.</p>

#### 8.45 Fire Arms

Policy	Tenants may own or acquire a firearm. The tenant must be licensed in accordance with the <i>Canadian Firearm Act</i> . Discharge of firearms, pellet guns, slingshots, bow & arrows, etc. is not permitted in the residential area.
Rationale	Community members supplement their diet with wild game & fowl, firearms provide them with the ability to continue this practice as well there are a number of veterans in possession weaponry as collectors' items from their military service.
Procedure	Tenants must provide a copy of the firearms license for each registered firearm and



	each user.
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#### 8.46 Policy Template Table

Policy	<b>[USE THIS TEMPLATE TO ADD ADDITIONAL POLICIES TO THE RENTAL POLICY. CAN FORMAT CAN BE USED FOR HOUSING POLICY]</b>
Rationale	[THIS IS THE REASON(S) FOR MAKING THE POLICY]
Procedure	[THIS IS THE SERIES OF STEPS TO BE FOLLOWED AS A CONSISTENT AND REPETITIVE APPROACH TO ACCOMPLISH OR CARRY OUT THE POLICY] THIS IS IMPORTANT TO ENSURE CONSISTENCY BY STAFF]

TEMPLATES

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## 9 Notice to End the Tenancy

### NOTICE TO END THE TENANCY

Name of tenant (Include all tenant names)	Name of Housing Department
Address of the Rental Unit:	
<b>This is a legal notice that could lead to you being evicted from your home</b>	

The Housing Department is giving you this notice because they want to terminate the tenancy on (mm/dd/yy). This is a termination date. The tenant will move out of the rental unit on or before the termination date.

Housing Department's Reason(s) for Ending your Tenancy		
√	Reasons	Explanation
	1	<p>Your behaviour or the behaviour of someone visiting or living with you has substantially interfered with another tenant's:</p> <ul style="list-style-type: none"> <li>• reasonable enjoyment of the residential complex, and/or</li> <li>• lawful rights, privileges, or interests.</li> </ul>
	2	<p>You or someone visiting or living with you have willfully or negligently damaged the rental unit or the residential complex. You have 7 days to correct the problem (described below) and avoid eviction by</p> <ol style="list-style-type: none"> <li>1. Repair the damage</li> <li>2. Or pay the Housing Department \$                      which is how much the Housing Department estimate it will cost to repair the damage property</li> <li>3. Replacing the damage property, if it is not reasonable to repair it.</li> </ol>

Additional Details about the Reasons for this Notice.

{include dates and more specific information}

Signature of tenant

Name of tenant	Contact information
Signature	Date (mm/dd/yy)

Housing Department

Name of Housing Department Representative	Contact information				
Signature	Date (mm/dd/yy)				
Office Use only:					
Delivery Method:					
In Person	Mail	Courier	Email	Efile	Fax

## 10 Notice to End Tenancy – Damage Etc

### NOTICE TO END YOUR TENANCY FOR DAMAGE, INTERFERING WITH OTHERS OR OTHER FACTORS DESCRIBED BELOW

Name of tenant (Include all tenant names)	Name of Housing Department
Address of the Rental Unit:	
<b>This is a legal notice that could lead to you being evicted from your home</b>	

The Housing Department is giving you this notice because they want to end your tenancy. The Housing Department wants you to move out of your unit by the following termination date: (mm/dd/yy)

Housing Department's Reason(s) for Ending your Tenancy		
√	Reasons	Explanation
	1	<p>Your behaviour or the behaviour of someone visiting or living with you has substantially interfered with another tenant's:</p> <ul style="list-style-type: none"> <li>• reasonable enjoyment of the residential complex, and/or</li> <li>• lawful rights, privileges, or interests.</li> </ul>
	2	<p>You or someone visiting or living with you have willfully or negligently damaged the rental unit or the residential complex. You have 7 days to correct the problem (described below) and avoid eviction by</p> <ol style="list-style-type: none"> <li>4. Repair the damage</li> <li>5. Or pay the Housing Department \$                      which is how much the Housing Department estimate it will cost to repair the damage property</li> <li>6. Replacing the damage property, if it is not reasonable to repair it.</li> </ol>

Details About the reasons for this notice	
Date/Time	Details of the Events

Name of Housing Department Representative		Contact information			
Signature		Date (mm/dd/yy)			
Office Use only:					
Delivery Method:					
In Person	Mail	Courier	Email	Efile	Fax

## 11 Notice to End Tenancy -End of Lease

### NOTICE TO END YOUR TENANCY AT THE END OF YOUR TERM/LEASE AGREEMENT

Name of tenant (Include all tenant names)	Name of Housing Department
Address of the Rental Unit:	
<b>This is a legal notice that could lead to you being evicted from your home</b>	

The Housing Department is giving you this notice because they want to end your tenancy. The Housing Department wants you to move out of your unit by the following termination date:  
(mm/dd/yy)

Housing Department's Reason(s) for Ending your Tenancy		
√	Reasons	Explanation
	1	You have persistently paid your rent late
	2	You no longer qualify to live in the Band Owned home
	3	Your tenancy was made available to you as a condition of your employment and your employment has ended

Details About the reasons for this notice

Date/Time	Details of the Events
-----------	-----------------------

Name of Housing Department Representative		Contact information			
Signature		Date (mm/dd/yy)			
Office Use only:					
Delivery Method:					
In Person	Mail	Courier	Email	Efile	Fax



## 12 Notice to End Tenancy – Nonpayment of Rent

### Notice to End your Tenancy For Non-payment of Rent

<b>To: (tenant's name)</b> include all tenant names in tenancy agreement	<b>From: (Name in Housing Department)</b>
<b>Address of the Rental Unit:</b>	

This is a legal notice that could lead to you being evicted from your home.

The following information is from the Housing Department

I am giving you this notice because I believe you owe the Housing Department \$ . in rent.

See the table below for an explanation of how the Housing Department calculated this amount.

The Housing Department will proceed with eviction if you do not:

Pay this amount on (day) (Month) Year.

OR

Move out by the termination date which is on (day) (month) (Year)

**The following information is from the Housing Department**

This table is completed by the Housing Department to show how they calculated the total amount of rent claimed above:

Rent Period		Rent Charged \$	Rent Paid \$	Rent Owning \$
/ /	/ /	.	.	.
/ /	/ /	.	.	.
/ /	/ /	.	.	.
<b>Total Rent Owning \$</b>				.

**Signature Housing Department Representative**

First Name

Last Name

Phone Number

(        )        -

Signature	Date (dd/mm/yyyy)
-----------	-------------------

**Representative Information (if applicable)**

Name		Housing Department Name (if applicable)
Mailing Address		Phone Number
Municipality (City, Town, etc.)	Province	Postal Code
		Fax Number

**OFFICE USE ONLY:**

File Number

Delivery Method:    In Person    Mail    Courier    Email    Efile    Fax    FL



## 13 Notice of Intent to Enter Rental Unit

**NOTICE OF INTENT TO ENTER RENTAL UNIT**

Name of tenant (Include all tenant names)	Name of Housing Department
Address of the Rental Unit:	

The Housing Department is giving you this notice it needs to enter your rental unit for the reasons stated below. The Housing Department wants access on (mm/dd/yy) between the hours of (state time) and (state time).

Reasons for Entry	
√	Items
	Inspection of appliances
	Inspection of furnace
	Inspection inside the building
	Inspection outside the home (e.g., siding, roof, ground/yard)
	Repairs damage done by tenant as Identified by Housing Department
	Repairs as requested by tenant
	Repairs as identified by Housing Department or representative
	Others (please state)

Take notice that it is a violation under tenancy agreement to refuse entry to the Housing Department upon being given this proper notice. You are welcome to be present at the time of entry, however, Housing Department representative or agent (e.g., contractor, inspector) may enter in your absence.

The Housing Department, superintendent or agent is required to provide at least twenty-four hours written notice to the tenant, except when either party has given notice of termination to the other in which case, notice may not be given. The tenants are responsible to ensure that any pets are secured at the time of entry.

Housing Department

Name of Housing Department Representative			Contact information		
Signature			Date (mm/dd/yy)		
Office Use only:					
Delivery Method:					
In Person	Mail	Courier	Email	Efile	Fax

## 14 Tenant Gives Notice to End Agreement

### TENANT GIVES NOTICE TO END AGREEMENT

Name of tenant (Include all tenant names)	Name of Housing Department
Address of the Rental Unit:	
<b>This is a legal notice that could lead to you being evicted from your home</b>	

The Housing Department has been given notice by the tenant(s) to end their tenancy or to terminate the tenancy giving you this notice on the following end date (mm/dd/yy)

Name of tenant(s)	Contact information
Signature	Date (mm/dd/yy)

Name of Housing Department Representative			Contact information		
Signature			Date (mm/dd/yy)		
Office Use only:					
Delivery Method:					
In Person	Mail	Courier	Email	Efile	Fax



# 15 Tenant's Damage Repayment Agreement

## TENANT'S DAMAGE REPAYMENT AGREEMENT

The tenant(s):

*-And -*

FN Communities name and Contact Information here

Address of Unit:

tenant (s) Contact Telephone Number:

I/we the tenants, acknowledge my/our obligation to repair tenant damage in accordance with the terms of the rental tenancy agreement signed on [date of agreement here] . I/we agree to repair the damage noted below:

<b>Repair item(s)</b>	<b>Estimated repair cost by Housing Department</b>


The damage shall be corrected by (check one):

- I /we shall repair or replace the damaged item(s) within 30 days of signing this agreement by:
  - I/we agree that the work shall be completed by [name of repair person and contact information] \_\_\_\_\_.
  - I/we agree that the Housing Department shall conduct an inspection of the repair work within 15 days of \_\_\_\_\_ to confirm that the repair work is complete and meets minimum property standards.
  
- I/we agree that the Housing Department shall complete the required repairs and I/we agree to repay the Housing Department the full costs of repairing/replacing the damaged item(s). Repayment shall be made in instalments as follows:

Payment #	Required Payment Amount (Dollars)	Due Date
	\$	
	\$	
	\$	

I/we understand that failure to meet the arrangements as noted above constitutes grounds for [NAME OF FIRST NATION COMMUNITY] to take corrective action as outlined in the rental tenancy agreement to terminate the agreement.

tenant Signature:	Date:
Print Name:	

tenant Signature:	Date:
Print Name:	
Housing Department Representative:	Date:
Print Name:	

- One signed copy to tenant(s)
- One signed copy to tenant's file

## 16 Intention to Purchase Rental Unit

### Intention to Purchase Rental Unit [Rent to own policy needs to be developed]

The undersigned (herein the purchaser) hereby intends to purchase the unit and lot identification located at \_\_\_\_\_. I/we have been renting this unit in accordance to the rental tenancy agreement dated \_\_\_\_\_.

Whereas I/we entered into a rent-to-own rental tenancy agreement for the unit noted herein on \_\_\_\_\_, \_\_\_\_\_ and have paid in full the payments required under the terms of the agreement, I/we hereby submit our intention to purchase the unit.

I/we confirm that:

- a. I/we have met all of the terms and conditions of the rental tenancy agreement and that all rent and other housing charges have been paid in full; and
  - b. I/we understand and acknowledge that upon issuance of a [Certificate of Possession or leased land] by [name of Chief and Council] for the unit and lot that:
    - i. The rental tenancy agreement shall terminate; and
    - ii. [name of Chief and Council] shall have no further interest in the unit; and
    - iii. [name of Chief and Council] shall have no further obligation to insure the unit; and
    - iv. I/we shall be responsible for all costs and maintenance associated with the unit.
2. I/we, having met all of the requirements to exercise the option to purchase, hereby request that [name of Chief and Council] issue a [Certificate of Possession or leased land agreement] in respect of the unit and lot noted herein.
  3. I/we hereby submit a deposit of (1) dollar to [name of Chief and Council] which shall be applied to the purchase price at the time of closing the sale.
  4. The intention to purchase includes the building and fixtures presently on the building including but not limited to electrical, gas, heating source, air conditioning, plumbing equipment, appliances, hot water heaters, screens, storm windows, doors, blinds, drapery hardware, trees, shrubs and fence and any other items [list]

5. I/we understand that the purchase price shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid in its entirety in case at the time of closing the sale. Payment is to be made to [name of Chief and Council].
6. I/we understand that the [name of Chief and Council] shall give position of the property on [date] \_\_\_\_\_ 20\_\_\_\_.
7. I/we understand the risk of loss by destruction of damage to the property by fire or otherwise prior to the closing of the sale is that of the [name of Chief and Council].

Name of tenant on the Tenancy Agreement (Rent to Own agreement):

tenant name: \_\_\_\_\_

tenant Name: \_\_\_\_\_

Signed: \_\_\_\_\_

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

tenant

\_\_\_\_\_  
Print Name

Signed: \_\_\_\_\_

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

tenant

---

Print Name

<b>For Housing Department use only</b>		
Date Received:	Rental Terms and conditions met: Yes _____ No	Comments
<b>Chief and Council Approval</b>		
Review Date:	Date Approved:	
Band Council Resolution Tabled: _____	Band Council Resolution Approved: _____	Confirmation letter sent Date:
<b>Purchase Price Information Provided to tenant</b>		
Date of purchase price	Name of person providing purchase price	tenant notified of the purchase price Yes _____ No

## 17 Proposed Lease Agreement

The following is a proposed lease agreement based on the proposed by law and operational policies. For an independent copy of the proposed lease agreement please email [info@fnnboa.ca](mailto:info@fnnboa.ca) There are other lease agreements that are specific to each province. These lease agreements may also be used, but important to ensure they meet your governance requirements. (e.g., <https://www.alberta-mortgages.com/pdf/Residential%20Lease.pdf> )

>>>>>>>>>>

**THIS LEASE AGREEMENT dated this      day of                      , 2017.**

**Between:**

\_\_\_\_\_ **FIRST NATION**

**(The " First Nation")**

**AND**

\_\_\_\_\_

**(The "Tenant")**

**WHEREAS** the \_\_\_\_\_ First Nation is the owner of the home located on the \_\_\_\_\_ First Nation (the "Premises");

**AND WHEREAS** the \_\_\_\_\_ First Nation is interested in leasing the Premises to the Tenant on the terms and conditions as set out in this Lease Agreement;

**AND WHEREAS** the Tenant is interested in leasing the Premises from the \_\_\_\_\_ First Nation on the terms and conditions as set out in this Lease Agreement;

**AND WHEREAS** the \_\_\_\_\_ First Nation and Tenant acknowledge that this Lease Agreement is governed by the provisions of the \_\_\_\_\_ First Nation Rental Housing By Law (hereinafter "Housing By Law") and they will, to the best of their ability, comply with the provisions of the Housing By Law and any other applicable law;

**NOW THEREFORE IN CONSIDERATION** of the \_\_\_\_\_ First Nation leasing the Premises to the Tenant, the Tenant leasing the Premises from the \_\_\_\_\_ First Nation, and the mutual benefits and obligations established in this Lease Agreement, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

### **Leased Premises**

The \_\_\_\_\_ First Nation, in consideration of the rent reserved to be paid by Tenant and of the other covenants and agreements herein contained, leases to Tenant the Premises. The Premises will not be used at any time during the term of this Agreement by the Tenant for carrying on business of any kind.

### **Appliances**

The Premises is outfitted with the following appliances:

- Stove
- Washer/Dryer (in common Laundry room)
- Refrigerator
- Light fixtures in Bedrooms, Kitchen, Entrance and Hall Way,

The Tenant shall use and maintain the appliances in such a manner that, upon expiry or termination of the Agreement, the appliances will be returned to the \_\_\_\_\_ First Nation in a reasonable condition, with the exception of normal wear and tear.

### **Term**

This Agreement will remain in effect from 12:00 AM \_\_\_\_\_, 2017 until 12:00 PM, \_\_\_\_\_, 2018 and is based on a **12** month Tenancy.



**Rent**

The Monthly Rent for the Premises is \_\_\_\_\_ CDN payable in advance upon the **1st of each** month, during the term of this Agreement, to the Band Council via Electronic Debit withdrawn from Tenant Bank account or at such other place as the parties can agree upon. Any rental cheques are to be made payable to the \_\_\_\_\_ First Nation Band Council.

Should a Tenant rent cheque or payment to the \_\_\_\_\_ First Nation be returned for insufficient funds, the Tenant shall be liable to \_\_\_\_\_ First Nation for \$55.00, as a penalty.

**Late Payment**

In the event that any payment required to be paid by Tenant hereunder is not made by the 5<sup>th</sup> of the Month, the Tenant shall pay to the \_\_\_\_\_ First Nation, in addition to such payment or other charges due hereunder, a "Late Fee" in the amount of \$ 45.00 PER DAY. This penalty shall not be incurred by the Tenant should the \_\_\_\_\_ First Nation fail to endorse a Rent cheque in it's possession.

**Utilities and Other Services**

The Tenant is responsible for the payment of Hydro, Telephone, Cable or other utilities the Tenant may choose to subscribe to.

On-site parking is included in the Monthly Rental Rate.

The tenant is responsible for removal of their own garbage, waste, black bin, green bin and .recycling

**Deposit**

The tenant has paid a deposit to the \_\_\_\_\_ First Nation in the sum of \_\_\_\_\_ as prepaid rent to be applied toward the Last Month's Rent of the term of this Lease and the \_\_\_\_\_ First Nation agrees to pay interest annually on such prepaid rent in accordance with the Housing By Law. .

## **Insurance**

The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the \_\_\_\_\_ First Nation for either damage or loss, and the \_\_\_\_\_ First Nation assumes no liability for any such loss.

**The Tenant is responsible to obtain adequate Tenant insurance that covers their personal property as well as damage to the property due to Tenant negligence.**

The \_\_\_\_\_ First Nation shall not, in any event whatsoever, be liable or responsible in any way for any personal injury, discomfort or death that may be suffered or sustained by the Tenant, any member of his family or household, any guest or other person on the rented premises, the premises of the \_\_\_\_\_ First Nation for any loss of, or, damage or injury to any property, including vehicles and contents thereof, belonging to the Tenant any member of his family or household guest or other person, while such property is on the rented premises, the premises of the \_\_\_\_\_ First Nation.

The Tenant is not responsible for insuring the Premises for either damage or loss to the structure, mechanical or improvements to the building of the Premises, and the Tenant assumes no liability for any such loss.

## **Residential Duties**

The Tenant shall, at its own expense, comply with all obligations imposed upon tenants by the Housing By law and any applicable provisions of building, housing, and health codes; keep the Premises clean and sanitary; remove all garbage from the dwelling unit in a clean and sanitary manner; keep all plumbing fixtures in the dwelling unit clean, sanitary, and in repair; replace (or clean, if permanent type) air conditioning/ furnace filters as and when needed, but at least once every other month; and use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances. The Tenant shall be responsible for replacing light bulbs and other common items.

The Tenant shall be responsible for clearing the laneway of Snow and Ice during the term of the Tenancy

## **Damage to Premises**

If the Premises is damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

**Improvements by Tenant**

The Tenant may not make any alterations or improvements to the Premises (including the application of paints, stains, nails or screws to the woodwork, walls, or floors) without first obtaining the \_\_\_\_\_

First Nation's consent to the alteration or improvement and all such alterations or improvements shall become the property of the \_\_\_\_\_ First Nation

**Quiet Enjoyment**

The Tenant will have quiet enjoyment of the Premises for the term of this Agreement provided that the Tenant dutifully pays rent and performs the covenants in accordance with the terms and conditions stated in this Agreement.

**Surrender of Premises**

At the expiration of the Lease Term, the Tenant shall immediately surrender the Premises in the same condition as at the start of the Lease, reasonable use and wear thereof and damages by the elements excepted; and the Tenant shall return to the First Nation a complete set of keys to the Premises and provide the \_\_\_\_\_ First Nation in writing, the Tenant's forwarding address. If the Tenant remains on the Premises after the expiration or termination of the Lease without the \_\_\_\_\_ First Nation written permission, the \_\_\_\_\_ First Nation may recover possession of the Premises in the manner provided for in the Housing By Law.

**Abandonment**

If at any time during the term of this Agreement, the Tenant abandons the Premises, \_\_\_\_\_ First Nation may enter the Premises by any means, without being liable for such entering, and without becoming liable to the Tenant for damages caused upon entering. The \_\_\_\_\_ First Nation may re-let the Premises, and may receive and collect all rent payable by virtue of such re-letting.

The \_\_\_\_\_ First Nation may hold the Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the un-expired term, if this Agreement had continued in force, and the net rent for such period realized by the \_\_\_\_\_ First Nation by means of the re-letting.

If the \_\_\_\_\_ First Nation right to re-entry is exercised following abandonment of the Premises by the Tenant, then the \_\_\_\_\_ First Nation may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the \_\_\_\_\_ First Nation may dispose of all such personal property in accordance with the provisions of the Housing By Law.

**Legal Expenses**

Should the Tenant breach this Lease, the \_\_\_\_\_ First Nation shall be indemnified by the Tenant for any reasonable attorneys fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this lease Agreement by the Tenant.

**Non-Waiver**

Any failure by the \_\_\_\_\_ First Nation to exercise any rights under this Lease shall not constitute a waiver of the First Nation rights.

**Binding Effect**

The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of the \_\_\_\_\_ First Nation and Tenant, subject to the requirement specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

**Headings**

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

**Assignment and Sub-letting**

The Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of the \_\_\_\_\_ First Nation. Consent by the \_\_\_\_\_ First Nation to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of the \_\_\_\_\_ First Nation or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at the \_\_\_\_\_ First Nation option, terminate this Agreement.

**Amendment of Lease**

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by the parties.

**Entire Agreement**

This Agreement will constitute the entire agreement between the \_\_\_\_\_ First Nation and the Tenant. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent incorporated in this Agreement.

**Severability**

In the event of any conflicts arising between any provision of this Agreement and the Housing By Law or other applicable law, the Housing By Law will prevail and such provisions of the Lease Agreement will be amended or deleted as necessary in order to comply with the Housing By Law.

Further, any provisions that are required by the Housing By Law are incorporated into this Lease Agreement.

In the event any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease Agreement.

**Right of Termination**

In the event of a Tenant breach of any provision of this lease agreement, the \_\_\_\_\_ First Nation shall have the right to terminate this lease agreement in accordance with the provisions of the Housing By Law and enter and claim possession of the Premises, in addition to any other remedies as are available to the \_\_\_\_\_ First Nation under the Housing By Law, arising from said breach.

If the Tenant has given any inaccurate information to the \_\_\_\_\_ First Nation in the Application to Rent or in this Lease Agreement, the \_\_\_\_\_ First Nation shall be entitled to terminate this Lease.

**Termination of Tenancy**

Either the Tenant or the \_\_\_\_\_ First Nation may terminate this tenancy at the end of the term created by the Lease with 60 days written notice as required by the Housing By Law .

**Right of Entry and Notice**

The \_\_\_\_\_ First Nation shall give 24 hours notice of its intent to enter the Tenant's Premises during reasonable hours, but such notice need not be given in the event of an Emergency or if the Tenant consents to the \_\_\_\_\_ First Nation's entry without such notice being given.

The Tenant agrees to notify the \_\_\_\_\_ First Nation of an intended absence of more than seven days and will permit the \_\_\_\_\_ First Nation to enter the premises during the absence if reasonably necessary.

The Tenant agrees to the responsibility for having the rented premises inspected regularly if they are unoccupied for more than forty-eight hours.

**Locking System**

The \_\_\_\_\_ First Nation and Tenant shall not, except by mutual consent, during the terms of this tenancy, alter or cause to be altered the locking system on any door giving entry to the rented premises. On termination of this tenancy agreement, the Tenant agrees to deliver to the \_\_\_\_\_ First Nation all keys in connection with the rented premises.

**Application to Rent and Occupancy**

The Application to Rent shall form a part of this lease. There shall be no more that **(2) Two** persons occupying the premises. The occupancy of the premises shall be the Tenant and the Occupant as stated in the Application to Rent. The Tenant agrees to notify the \_\_\_\_\_ First Nation in writing should a change to Occupancy occur. Except for casual guests, no other persons shall occupy the premises without the written consent of the \_\_\_\_\_ First Nation.

**Governing Law**

It is the intention of the parties to this Agreement that any and all suits that may be commenced by virtue of this Lease Agreement be construed in accordance with and governed by the Housing By Law and any applicable First Nation law, federal laws or provincial laws.

**Contact Information**

\_\_\_\_\_ First Nation:

Tenant:

**Dispute Resolution**

Disputes that may arise regarding this Lease Agreement shall be governed by the provisions of the Housing By Law.

**References in this Leasing Agreement**

References in this Leasing Agreement to the \_\_\_\_\_ First Nation shall also include, where the context requires, references to the Housing Manager and the Housing Committee as the case may be and in accordance with the provisions of the Housing By Law.

**Rules and Regulations**

The Tenant agrees to abide by the Rules and regulations attached to and forming part of this Lease Agreement and to other further reasonable rules and regulation as in the \_\_\_\_\_ First Nations judgment may from time to time be needful. All the rules shall apply to the Tenant, any member of his family or household and any guest or other person on the rented premises with his consent.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

\_\_\_\_\_ **FIRST NATION:**

\_\_\_\_\_

Witness

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

As to Tenant, this    day of            2017

**TENANT(s):**

\_\_\_\_\_

Witness

Sign: \_\_\_\_\_

Print \_\_\_\_\_

\_\_\_\_\_

Witness

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

The Tenants acknowledge receiving a duplicate copy of this Agreement signed by the Tenant and the \_\_\_\_\_  
\_\_\_\_\_ First Nation on the th    day of            , 2017            \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## **RULES AND REGULATIONS**

The sidewalk and entry path of the building and the project shall not be obstructed by the Tenants or used by them for any purpose other than for ingress and egress to and from their respective premises.

The water-closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting by misuse shall be borne by the tenants by whom. Tenants shall not let the water run unless in actual use, nor shall they deface any part of the building or the project.

No Tenants shall do or permit anything to be done in the premises or bring or keep anything therein which will in any way increase the risk of fire, or obstruct or interfere with the rights of other tenants, or violate or act at variance with the laws relating to fires or with the regulations of the Fire Department or the Board of Health.

Tenants, shall not make or commit any improper noises on the building or the project, lounge about doors or corridors or interfere in any way with other tenants or those having business with them.

The Tenant shall replace when necessary, at his cost, all batteries used to operate the smoke detectors installed on the premises. The Tenant shall advise the First Nation immediately if such smoke detectors cease to function except by reason of battery failure. The Tenant shall indemnify and save the First Nation harmless for all causes of actions and any other judicial proceedings commenced against his resulting from the Tenants failure to comply with the aforementioned obligations.

Nothing shall be thrown by the tenants out of windows or doors.

The \_\_\_\_\_ First Nation shall have the right to exclude or expel any peddler or beggar at any time from the premises, the building or the project.

All Tenants must observe strict care not to allow their windows to remain open so as to admit rain or snow, or as to interfere with the heating or air-conditioning of the building or the project. Any injury or damage caused to the building or the project or its appurtenances, furnishings, heating and other appliances, or to any other Tenant or to the premises occupied by any other Tenant, by reason of windows being left open so as to admit rain or snow, by interference with or neglect of the heating appliances or by any other misconduct or neglect upon the part of a Tenant or any other person or servant subject to it, shall be made good by the Tenants in whose premises the neglect, interference or misconduct occurred.

It shall be the duty of the respective Tenants to assist and co-operate with the \_\_\_\_\_ First Nation in preventing injury to the premises demised to them respectively.

No inflammable oils or other inflammable, radioactive, dangerous or explosive materials shall be kept or permitted to be kept in the premises. Nothing shall be placed on the outside of window sills or projections.

Business machines, filing cabinets, heavy merchandise, or other articles liable to overload, injure or destroy any part of the building or the project shall not be taken into it without the prior written consent of the \_\_\_\_\_ First Nation, acting reasonably, and the \_\_\_\_\_ First Nation shall in all cases retain the right to prescribe the weight and proper position of all such articles and the items and routes for moving them into or out the building and the project; the cost of repairing any damage done to the building or the project by such moving or by keeping any such articles on the premises shall be paid by the Tenants.

The Tenants shall not change any locks nor place any additional lock upon any door of the premises without the prior written consent of the First Nation. The Tenants shall be responsible for all locks and all keys to such locks and shall return all keys to the \_\_\_\_\_ First Nation upon termination of the Lease.

The Tenants shall give the \_\_\_\_\_ First Nation prompt notice of any accident to or any defect in the plumbing, heating, air-conditioning, mechanical or electrical apparatus or any other part of the building or project.

The Tenants shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floor, or other parts of the premises, the building or the project except with the prior written consent of the \_\_\_\_\_ First Nation, acting reasonably.

The \_\_\_\_\_ First Nation, acting reasonably, shall have the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care, cleanliness and appearances of the building and for the preservation of good order therein, and the same shall be kept and observed by the tenants, their clerks and servants.

No public or private auction or other similar type of sale of any goods, wares or merchandise shall be conducted in or from the premises.

No telephonic, electronic, wire service TV antennas or other connections or electric wiring shall be made in places other than those designated

by the First Nation, acting reasonably, or without the authority of the First Nation, acting reasonably, which will direct electricians or other workmen as to where and how any wires or equipment are to be introduced and without any such directions, no boring or cutting or otherwise will be permitted.

The Tenants agree to abide by the foregoing RULES AND REGULATIONS, which are hereby made a part of this Lease, Agreement including any Rules and Regulations bona fide made under these Rules and Regulations, provided that no rule or regulation shall be promulgated or enforced in a manner that discriminates against the Tenants' lawful and proper use and occupation of the premises in accordance with this Lease Agreement

## 18 Appendix A – Template Housing Committee: Terms of Reference

This template can be adopted and revised.

### ----- *Nation Housing Committee* *Terms of Reference*

#### **Mission Statement:**

*The \_\_\_\_\_ First Nation Committee will work in partnership and cooperation with Chief and Council and the Community members to provide safe, healthy and affordable housing for members; and to implement the housing program through a fair, equitable and efficient application of housing policies.*

#### **Preamble:**

WHEREAS: The \_\_\_\_\_ First Nation Chief and Council have a responsibility to its Members to provide safe and affordable housing on Reserve to Members within the resources of The \_\_\_\_\_ First Nation Dene Nation;

AND:

WHEREAS: The \_\_\_\_\_ First Nation Chief and Council wish to establish a Housing Committee to assist in the delivery and operation of all on Reserve housing;

THEREFORE BE IT RESOLVED THAT: These Terms of Reference shall define The \_\_\_\_\_ First Nation Housing Committee, its structure and proceedings; its responsibilities; and the authorities that Chief and Council have delegated to enable it to carry out its mandate.

**Committee:**

To assist the Chief and Council in its policy deliberations a number of advisory committees have been established. Each committee has established a clear outline of the roles and responsibilities set out in their specific terms of reference.

**Mandate:**

The \_\_\_\_\_ First Nation Housing Committee is responsible to Chief and Council for safe, effective and fair delivery of and operation of all on Reserve Housing.

**Purpose of Committee:**

The primary purpose of a Committee is to serve in an advisory capacity to Directors, Coordinators and to the Chief and Council with respect to the delivery of effective and efficient programs for The \_\_\_\_\_ First Nation.

**Membership of Committee:**

Committee will be comprised of community-appointed representatives and in numbers as determined from time to time by the Band Administrator or Chief and Council.

Spouses, married or common law, cannot sit on the same committee during the same term of office. If committee members marry or cohabit with another committee member during their term of office one of the members will be required to tender his/her resignation. A committee member cannot sit on the same committee as their child or a person to whom they stood in, as legal guardians or adoptive parents, during the same term of office.

A quorum of a committee shall consist of 50 percent plus one (50% + 1) of the Committee members.

All members or their alternate shall have voting privileges, however, the Chairperson shall vote only to break a tie.

**Meetings of Committee:**

Committee shall meet once a month alternating meeting months with those of their respective Committees.

Extraordinary meetings to deal with urgent matters that cannot wait until the next scheduled committee meeting, may be called by the Housing Manager in consultation with the respective Chairperson on short notice. Extraordinary meetings may be conducted by Teleconference, but in all cases shall require a quorum of members to pass any motion.

No meeting shall exceed one day in duration.

Committee, and especially the Chairperson, will assist and cooperate with Band and Housing Manager in determining their meeting dates and agendas.

Housing Manager will make arrangements for committee meetings.

Attached as Appendix A are suggestions for planning, organizing and conducting effective meetings.

### **Reporting:**

Housing Manager and Staff will provide reports to the Committee at each regular or special meeting. Housing Manager and Staff will report to Committees at each meeting for updates as required. Reports will detail staff activities, policy matters and program activities.

Housing Manager will bring all local personnel matters, other than recruitment matters, to the attention of the Committee for discussion and recommendation.

### **Responsibilities of Committee:**

Notwithstanding the responsibilities of Housing Manager for day to day management and delivery of programs, and to assist these Program Director in relation to policy creation and evaluation of program.

To ensure financial and operational accountability of their respective programs.

To maintain liaison and provide a regular and accurate flow of relevant information from programs to community members and vice versa and to establish and maintain open channels of communication on issues.

To work cooperatively and supportively with Housing Manager in ensuring that effective community programs are delivered.

To approve, subject to ratification by the Chief and Council, the procedures developed by the Housing Manager to govern and coordinate the operations of program and services.

To act in the best interest of the organization and the people it serves.

To ensure that committee decisions are made within the legal mandate and guidelines set for it.

To put the interests of the program before any personal interests.

To act in good faith and accordance with the law and established Band and Committee policies.

### **Authority of Committee:**

The Committee has authority as mandated and delegated by the Chief and Council; the Chief and Council are legally constituted authority of the Band.

Committee have authority only in a collective sense; individual Committee members have authority to act on behalf of the Committee only as specifically mandated and delegated by the Committee as a whole.

Committee members are appointed representatives of their community and as such must act in the best interests of their community.

Committee members must recognize the authority of local and Band-level Program Directors/Administrators to manage their programs in accordance with approved policies and management practices.

A Committee has the authority to call on local and Band-level Program Directors/Administrators, other staff and resource people as approved by Band-level Program Directors, when necessary.

### **Code of Ethics for Members of Committees:**

A code of ethics is a set of comprehensive rules that govern what a Committee Member may or may not do in the course of their term with a Committee and dictate how such persons should conduct themselves. This *Code of Ethics* has been designed as a guideline for *all* Committee Members. It provides a framework within which the Committee Members can provide the quality of services that is expected of them by \_\_\_\_\_ Nation Membership. A Committee Member who wishes to enjoy the respect and confidence of the Band membership will strive to maintain the highest standards of professional and personal conduct both during one's term and in the community.

### **Attitudes and Professionalism**

A number of attitudinal objectives for Committee Members have been developed. These can be summarized as follows:

- i) To create a team approach among all Committee Members;
- ii) To foster a positive approach between staff and the Membership;
- iii) To have staff demonstrate respect for authority, their colleagues, and Band Members and to expect the respectful treatment to be reciprocated;
- iv) To create equality between Committee Members regardless of race, national or ethnic origin, sex, age, creed, color, political or religious affiliation, mental or physical handicap, sexual orientation, marital status, conviction of an offence for which a pardon has been received and/or which is not related, directly or indirectly to job performance;
- v) To promote self-improvement among Committee Members by creating opportunities for training, professional development, and self-evaluation;
- vi) To encourage constructive criticism and reform or rehabilitation by using the proper protocol for evaluation and discipline;
- vii) To prevent personal problems from affecting performance during the term of office and interpersonal relations during board/committee activities;
- viii) To comply with the *Committee Member Oath of Confidentiality*;

- ix) To refuse any fees or other items offered in reward for duties performed in the ordinary course of their employment beyond such salary and allowances as the Committee has agreed to provide for such services;
- x) To use information obtained during the term of office *only* for its intended purpose(s), and not to divulge, disclose or communicate to any person, firm or corporation any information concerning any matters relating to or affecting any enterprise of the Committee unless authorized to do so by Chief and Council or required to do so by law; and
- xi) To avoid anything that might be perceived as a “conflict of interest” including, but not limited to, involvement in political activities at the Band level.

*Breach of any of the foregoing may result in disciplinary action from the Chief and Council, Band Administrator or Committee.*

**Members of \_\_\_\_\_ Nation Housing Committee shall:**

Be motivated primarily by an earnest desire to serve the band membership.

Endeavor to attend all Committee meetings and if absent, to recognize and support decisions made by the Committee in his/her absence.

Recognize that the expenditure of program funds is a public trust, and that all such funds shall be expended efficiently, economically and in the best interests of the band membership.

Not use the programs for personal advantage or for the advantage of friends or relatives.

Do everything possible to maintain the integrity, confidence and dignity of the Committee.

Consider what other members' points of view are before making final decisions.

Endeavour to avoid bitterness, to observe proper decorum and behavior, to encourage full and open discussions on all matters with fellow members of the Committee, to treat them with respect and consideration, and not withhold or conceal from them any information or matter in which they may be concerned.

Do no negative remarks in or out of meetings about other members of the Committee or of their opinions, but to endeavor to make honest and respectful criticism.

Recognize that authority rests with the Chief and Council in legal session and not with individual members of the Committee.

Be respectful and courteous to all staff under all circumstances.

Comply with the *Oath of Confidentiality*;



Refuse any fees or other items offered in reward for duties performed in the ordinary course of their appointment/term of office beyond such salary and allowances as the Employer has agreed to provide for such services;

Not to divulge, disclose or communicate to any person, firm or corporation any information concerning any matters relating to or affecting any enterprise of the \_\_\_\_ unless specifically authorized to do so by Chief and Council or required to do so by law;

To avoid anything that might be perceived as a “conflict of interest” including, but not limited to, involvement in political activities at the Band level; and

To avoid corrupt practice, that is, any act done by a Committee member who unlawfully and/or wrongly uses his/her name or position of authority to procure some benefit for him/herself or for another person contrary to his/her duties and/or the rights of other persons and includes any act or omission that is recognized by law to be a corrupt practice; and

To refrain from publicly criticizing any colleague, associate or staff; to first inform the colleague, associate or staff on the nature of their criticizing and thereafter to follow the proper protocol and procedure for criticizing any of these persons; and

### **Policies & Agreements:**

The Committee is responsible, in conjunction with administration staff such as housing, capital projects, operations and maintenance, for the development of housing policies and agreements to Chief and Council for the development of Housing Policies and Agreements.

These Policies and Agreements are then submitted to Chief and Council for approval. Once approved, the Committee is responsible for the implementation and enforcement of the Policies and Agreements.

The Committee is also responsible for the ongoing review of established policies. Policies and Agreements shall include, but not be limited to:

1. *Home ownership*
2. *Housing and Tenant selection*
3. *CMHC Social Housing Program*
4. *Band Rental Housing Program*
5. *Operation Charges*
6. *Housing Emergencies*
7. *Insurance*
8. *Maintenance and Repairs*
9. *Home Renovations*
10. *Community Planning*
11. *Appeals*

## *12. Infrastructure*

### **Amendments**

Amendments may be necessary from time to time. Either the Committee or the Chief and Council may suggest amendments to these terms of reference. Once suggestions have been made, both the Committee, Director of Administration and Chief and Council will review and make comments. The Committee, Director of Administration and Chief and Council will review these terms of reference consistent with the fiscal New Year.

Any and all suggestions for amendments to these Terms of Reference shall be submitted to the Director of Administration and Chief and Council at a duly Convened Council meeting for approval.

Any and all amendments to these Terms of Reference must be approved by Chief and Council at a duly convened Council meeting before the said amendments can take absolute effect.

### **Distribution**

A copy of this document shall be provided to each Committee member upon their commencing appointment. Any amendments to this document shall be provided to Committee members as soon as is practicable.

## **APPENDIX A: RULES OF ORDER**

### **Meetings of the Committee- Rules of Order**

1. The first meeting of the Committee shall be held not later than one month after its appointment, on a day, hour and place to be stated in a notice given to each member of the council, and meetings shall thereafter be held on such days and at such times as may be necessary for the business of the council or the affairs of the band.
2. No Committee Member may be absent from meetings for three consecutive meetings without being authorized to do so by the chairperson of the Committee or with the consent of the majority of Committee Members.
3. The chairperson of the Committee or may at any time, summon a special meeting of the Committee or, and shall summon a special meeting when requested to do so by a majority of the members of the Committee.

4. The Committee or secretary shall notify each member of the council of the day, hour and place of the meeting.
5. A majority of the Committee shall constitute a quorum
6. If no quorum is present within one (1) hour after the time appointed for the meeting, the chairperson shall call the roll and take the names of the Committee Members then present and the Committee shall stand adjourned until the next meeting.
7. The chairperson of the Committee or, with the consent of the majority of the Committee Members present at the meeting, shall determine the chairperson of the meeting.
8. Upon a quorum being present, the chairperson shall take the chair and call the meeting to order.
9. A co-chairperson shall be chosen
  - (a) in the absence of the chairperson, or
10. The chairperson shall maintain order and decide all questions of procedure.

In case the Chairperson does not attend within 15 minutes after the time appointed for a meeting, a Committee Member can then present, to order, and if a quorum is present, The Committee Member shall preside during the meeting or until the arrival of the Chairperson.

Should there be no quorum present within 30 minutes after the time appointed for the meeting, The Housing Manager shall record in the minutes the names of the members present at the expiration of 30 minutes, and the meeting shall stand adjourned.

Immediately after the Chairperson has taken his/her seat, the minutes of the preceding Housing Committee Meeting shall be read by the Secretary, in order that any error therein may be corrected by the Housing Committee.

If The Housing Manager has distributed the minutes and reports of the preceding meeting prior to the current meeting, The Chairperson may entertain a Motion to adopt the Minutes and reports as tabled. The adoption shall be subject to such additions, erasures, or amendments as the Committee may decide upon at the Meeting at which adoption is moved.

11. The order of business at each regular meeting shall be as follows:

1. Opening Prayer
2. Call to order by The Chairperson
3. Review, changes and adoption of the Agenda

4. Minutes of previous meeting
5. Housing Manager's Report and Financial Report
6. Summary of correspondence, as applicable
7. Unfinished business
8. New business
9. Action items
10. Date of next meeting
11. Adjournment
12. Closing prayer

12. Each motion (or recommendation) shall be presented or read by the mover and when duly moved and seconded and placed before the meeting by the chairperson, shall be open for consideration.
13. After a motion (or recommendation) has been placed before the meeting by the chairperson it shall be deemed to be in the possession of the Committee, but it may be withdrawn by consent of the majority of the council members present.
14. When any member desires to speak, he (or she) shall address his remarks to the chairperson and confine him (or herself) to the question then before the meeting.
15. In the event of more than one member desiring to speak at one time, the chairperson shall determine who is entitled to speak.
16. The chairperson or any member may call a member to order while speaking and the debate shall then be suspended and the member shall not speak until the point of order is determined.
17. Any member may appeal the decision of the presiding officer to the Committee and all appeals shall be decided by a majority vote and without debate.
18. All questions before the Committee shall be decided by a majority vote of the Committee Members present.
19. The chairperson shall not be entitled to vote but whenever the votes are equal the chairperson shall cast the deciding vote.
20. A member who refuses to vote shall be deemed to vote in the affirmative. All votes shall be recorded.
22. Any member may require the question or resolution under discussion to be read for his information at any period of the debate, but not so as to interrupt a member who is speaking.
23. Committee Members can be excluded for improper conduct.
24. The chairperson may expel or exclude from any meeting any person who causes a disturbance at

the meeting.

25. Committee may appoint special committees on any matters as the interests of the Committee may require.
26. A majority of the members of a committee shall be a quorum
27. The Chief or Councillors of \_\_\_\_\_ Nation shall ex officio be a member of all committees but not be entitled to vote at all meetings thereof, and other members of the Chief and Council may attend meetings of a committee and may with the consent of the committee take part in the discussion but shall not be entitled to vote.
28. The general duties of special committees are,
  - (a) to report to the council from time to time as often as the interests of the band may require, all matters connected with the duties imposed on them respectively and to recommend such action by the council in relation thereto as they may deem necessary and expedient; and
  - (b) To consider and report upon all matters referred to them by the council or by the chief of the band.
28. Special meetings of committees shall be called the request of the chairman or a majority of the Committee;
29. Committee may make such rules of procedure as are not inconsistent with these procedure regulations in respect of matters not specifically provided for thereby, as it may deem necessary.

## **Meeting Procedures**

### Before the meeting:

The Chairperson will:

1. Plan the meeting carefully in conjunction with the Housing Manager by considering: who, what, where, when, why, and how?
2. Prepare and sent out, in advance, the agenda and minutes of the previous meeting.
3. Come early and set up the meeting.

### At the Beginning of the Meeting:

4. Open the meeting with a prayer.
5. Start on time.

6. Get participants to introduce themselves when required, as appropriate.
7. Clearly define roles of Chairperson and the recording secretary.
8. Review, revise and adopt the agenda.
9. Review and adopt the minutes of previous meeting.
10. Review actions items from previous meeting.
11. Set clear time limits.

During the Meeting:

12. Focus on the agenda items
13. Follow appropriate rules of order in seeking the floor and in making and voting on motions.

At the end of the Meeting:

14. Establish action items by asking who, what, when, where?
15. Summarize meeting.
16. Set the date and place of the next meeting and develop a preliminary agenda.
17. Close the meeting positively with a prayer.

**Confidentiality:**

All in camera discussions, debate, and draft documents of the Committee are confidential. No member of the Committee, or alternative member, present at a Committee meeting, shall make public any information or business from the Committee meeting unless that information or business is deemed to be public information by the Committee as a whole.

Any Staff members sitting on the committee must adhere to The \_\_\_\_\_ First Nation Policy and Procedures.

All Committee members will sign an Oath of Confidentiality. Any member deemed by the Committee to have broken the Oath will be immediately removed from the Committee and will be barred from sitting on the Committee in the future.

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**Conflict of interest:**

A Committee member must remove him/herself from the meeting room when the decision to be deliberated on will have a direct impact on that member's Immediate Family, or as a contractor. A Quorum will not be considered lost by this removal.

All Committee members will sign a Conflict of Interest. Any member deemed by the Committee to have broken the Oath will be immediately removed from the Committee and will be barred from sitting on the Committee in the future.

**Oath of Confidentiality**

All Committee Members shall, as a condition of their appointment or election, take the following *Oath of Confidentiality*:

*I solemnly and sincerely swear that I will faithfully, honestly and impartially to the best of my judgement, skill, knowledge and ability carry out fulfil the duties of the office as a member of The \_\_\_\_\_ First Nation Housing Committee.*

*I further agree to fulfil the duties that devolve upon me by reason of my Committee membership and I will not, without due authority in that behalf, disclose, make public, or make known any matter that comes to my knowledge by reason of such membership.*

*I further agree to hold in the strictest confidence of any and all information related to the business, political, administrative and operational affairs of The \_\_\_\_\_ First Nation, its corporations, departments, programs, affiliate organizations and First Nations that may be revealed to me by reason of such Membership of The \_\_\_\_\_ First Nation Housing Committee.*

Signed: \_\_\_\_\_

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

Witness: \_\_\_\_\_



## **Conflict of Interest**

**"Conflict of Interest"** means the situation that arises when an appointed official, whether Committee Members, makes a decision or participates in making a decision affecting his or her office and the same time knows that in the making of the decision there is the opportunity to further his or her private interest, his or her immediate and extended family's interest, or the private interest of an associate, friend or colleague. A conflict of interest may also arise in any situation where a Committee member uses his or her position, authority or influence in such a way as to interfere or alter, or appear to interfere or alter, the policies, procedures, standards, protocols and services of \_\_\_\_\_ Nation in order to gain personal or financial benefits.

I understand that the purpose of this policy is to protect the integrity of \_\_\_\_\_ Nation's decision-making process, to enable our constituencies to have confidence in our integrity, and to protect the integrity and reputations of Committee Members.

Upon or before election, hiring or appointment, I will make a full, written disclosure of interests, relationships, and holdings that could potentially result in a conflict of interest. This written disclosure will be kept on file and I will update it as appropriate. I understand that the purposes of this policy are to protect the integrity of The \_\_\_\_\_ First Nation's decision-making process, to enable our Band Members to have confidence in our integrity, and to protect the integrity and reputations of Committee Members.

In the course of meetings or activities, I will disclose any interests in a transaction or decision where I (including my business or other affiliations), my family and/or my significant other, employer, or close associates will receive a benefit or gain. After disclosure, I understand that I will be asked to leave the room for the discussion and will not be permitted to vote on the question.

I understand that this policy is meant to be a supplement for good judgment, and I will respect its spirit as well as its wording.

Signed: \_\_\_\_\_

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

Witness: \_\_\_\_\_

[end]