

AAMJIWNAANG FIRST NATION



HOUSING POLICY

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DEFINITIONS

In this policy,

“AFN” means Aamjiwnaang First Nation;

“Agreement/Contract” means a written contract or arrangement of signed documents, between the homeowner/tenant and Aamjiwnaang First Nation outlining the conditions of tenancy. (potentially leading to eviction);

“Band List” means the list of persons that is maintained under section 8 of the Indian Act or in the Department by the Registrar;

“Band Members” means a registered member of the Aamjiwnaang First Nation in accordance with the provisions of a membership code or similar document approved by Council;

“Band Mortgage” is a long term loan provided to membership through minor capital or RBC Loan program for the construction, repair or rehabilitation of a housing unit. Band Mortgages are administered by the Finance Department;

“Band Mortgage” means a loan issued by Council to the member for the purposes of residential housing construction;

“C.M.H.C” means the Canada Mortgage and Housing Corporation;

“Child” includes all children for whom an applicant exercises legal care and control, including those children involved in a customary care placement and/or a legally adopted child;

“CMHC Phase” is a commonly used phrase to collectively describe all housing units financed under the same common agreement with CMHC;

“Committee” means a committee of the Band Council;

“Common-law partner” in relation to an individual, means a person who cohabiting with the individual in a conjugal relationship, having so cohabited for a period of at least one year as stated by the law;

“Council” means the Chief and Council of the First Nation;

“Disposition of Property Agreement” is a written agreement between the applicant and Council guiding the successor rights to a housing unit;

“Eviction” is the dispossession of a housing unit (Band Rental or apartment) using the process of law when the applicant has defaulted on the conditions of that housing agreement with Aamjiwnaang First Nation;

“External Waiting List” will be maintained consisting of people who would like to become tenants. There are External and Internal Waiting Lists for;

“Foreclosure” is the procedure by which Council forces the sale of real property to recover the money and interest due and owed to Council after a community member defaults on their mortgage;

“Grievance” is a disagreement or allegation between tenants regarding a term or condition of tenancy in an AFN managed housing unit and administered in accordance with the Grievance Rules and Regulations included as Appendix (#) to this policy;

“Housing Agreement” means the same as agreement/contract;

“Immediate Family” means a spouse, including a common law spouse, children, parent, brother, sister, father-in-law, mother-in-law, grandparent, son-in-law, daughter-in-law, and also includes any relative permanently residing in the persons household;

“Internal Waiting List” will be maintained consisting of current tenants in good standing who wish to relocate to another type unit. The Internal Waiting List will have priority over the External Waiting List. Residents who wish to relocate to another unit should apply in writing to the Housing Department and submit a new application;

“Non-Band Member” a person not registered on the Aamjiwnaang First Nation membership list nor is he/she entitled to be, must Apply for Permit to Reside through Chief and Council;

“Occupancy agreement” means a written contract or arrangement of signed documents, between the tenant and Aamjiwnaang First Nation outlining the conditions of tenancy and is enforceable by law (and potentially leading to eviction);

“Outstanding Accounts” – means any monies owed to the Aamjiwnaang First Nation;

“Policy” means the Aamjiwnaang First Nation Housing Policy;

“R.R.A.P.” means the Residential Rehabilitation Assistance Program On-Reserve. Band rentals and CMHC units do not qualify under the current terms and conditions of the program;

“Rent” means cash amount as stated on the Housing Agreement paid to the Finance Department;

“Rental Agreement” means a written contract or arrangement of signed documents, between the tenant and Aamjiwnaang First Nation outlining the conditions of tenancy and is enforceable by law (and potentially leading to eviction);

“Rental Arrears” means a deficiency in the amount of rent paid to the Aamjiwnaang Finance Department;

“Reserve” means the reserve of the Aamjiwnaang First Nation, Reserve #45 and Band # 172;

“Selection Criteria” means the criteria for determining tenant eligibility and selecting clients, as determined by Aamjiwnaang First Nation Priority Ranking for Housing Assistance;

“Senior Citizen” means a person who is at least fifty-five (55) years of age;

“Tenants” means an individual who rents/leases a building, home, rental unit; plot of land some other piece of property for fixed period of time. This arrangement is usually under the terms of a lease, agreement or contract or similar legal agreement;

“Waiting List” is the list of community members who have applied to the First Nation for housing and is compiled annually. There are two types of waiting lists, internal and external;

- 2 Bedroom Duplex
- 3 Bedroom Duplex
- Detached Homes
- One bedroom Apartments
- Seniors Complex
- Seniors Duplexes
- Three bedroom Apartments
- Two bedroom Apartments

MANDATE

Shelter is fundamental to individual and family well-being, therefore the mandate of the Aamjiwnaang First Nation Housing Committee is to improve the living conditions of all members of the community by providing the ways and means to access housing and housing related essentials, through various financing programs, rental accommodations and construction advisory services on the Aamjiwnaang First Nation.

Accordingly, since many differing programs are accessed to finance the Aamjiwnaang First Nation housing stock, differing criteria may be necessary in terms of repayment and ownership of the asset, based on the terms and conditions of the funding agreement/program used to finance the construction.

GOALS AND OBJECTIVES

The goals and objectives of this Housing Policy are:

- To respond to the demand and need for adequate housing services and prioritizing and allocating housing assistance in an fair and equitable manner.
- To protect and enhance the community's investment in housing.
- To share the responsibility for housing between Aamjiwnaang First Nation government and the members.
- To keep Band Members informed of the goals and priorities of community housing plans and their achievement.
- To provide a means for members to appeal decisions which they feel may not have been made according to the Housing Policy.
- To protect and extend the life of existing housing through maintenance.
- To promote individual pride and responsibility for housing.

4.1

ROLES AND RESPONSIBILITIES

4.1.1 **Band Membership:**

- As members of the Aamjiwnaang First Nation, each person has a responsibility to contribute their views on existing and future housing programs and services. This can be done at community meetings and through talking with the Housing Department or the Housing Committee. All members are encouraged to contribute to the development of Housing Policies and procedures in Aamjiwnaang First Nation.
- Band members also have a responsibility to support implementation and enforcement of the community Housing Policy.

4.1.2 **Chief and Council:**

- As the elected leaders, Council has a responsibility to obtain the views of the people and to consider those views in the development of policy. However, it is the elected Chief and Council that decides what policies will be implemented and enforced.
- Council will be responsible for considering and potentially approving all recommendations submitted by the Housing Committee and ensuring that decisions comply with the Housing Policy.
- Council can delegate the function of policy development to others however Council retains the responsibility for reviewing the recommended policies and approving those policies for implementation and enforcement.
- Following the approval of new policies, Chief and Council also have the responsibility of ensuring the members are made aware of the new policies and how they are to be implemented and enforced.

4.1.3 **Housing Committee:**

- Keep confidential all information obtained through their membership to this Committee.
- Discuss annual goals and objectives for the housing program.
- Score and recommend applications for housing programs and services.
- Make recommendations to Chief and Council for amendments to the Housing Policy.
- Meet on a regular basis, as determined by Chief and Council.
- Support the enforcement of housing policy and community housing goals.
- Support the work of housing department.
- Address community concerns.

4.1.4 **Housing Department:**

- Maintain tenant files.
- Recommend changes in policy as needed and to develop housing goals and priorities annually.
- Maintain an up-to-date priority list of applications for housing assistance on an annual basis.
- Gather and review information on new housing programs available; to assess their applicability to the housing needs of Aamjiwnaang and to recommend the adoption of such programs.
- Carry out repairs and renovations in a cost-effective manner.
- Monitor the effectiveness of all housing policies and programs.
- Report regularly to the Chief and Council, Housing Committee or membership on the activities of the housing department.
- Prepare annual budget requests for the approval of Chief and Council.
- Plan, organize and carry out community consultations on policy revisions, amendments and any new programs or services.
- Provide counseling for those tenants who require assistance in understanding and assuming their housing responsibilities, including but not limited to financial counseling, arrears recovery and home maintenance.
- Assist membership in filling out forms and applications.
- Staff to check with the Finance Department to make sure no monies is owed to the Band by the applicant.
- Provide copy of the Housing Policy and a walk through the unit with the tenant before keys are handed over.
- Housing to review monthly arrear notices with the Finance Department.

4.1.5 **Policy and Program Administration**

- The Housing Department is responsible for the day-to-day operations of all housing programs and services including but not limited to: Identifying community housing goals, developing, implementing and enforcing policy, providing tenant counseling regarding

tenant responsibilities, sharing and facilitating information with the leadership and the membership.

- The Housing Committee is appointed by Council for the purpose of supporting and assisting the Chief and Council in achieving housing goals, ongoing communication, liaising with the membership, making recommendations, leadership, providing advice, assistance to the housing department when required.
- The Housing Department with guidance from the Housing Committee will prepare all applications, submissions, and policies and submit to Chief and Council for final approval.
- This Housing Policy applies to all persons applying for and receiving housing assistance from Aamjiwnaang First Nation.
- Any amendments to this housing policy must be presented to Chief and Council for approval and the decision of Council shall be final. Council will consult with the Housing Department, Housing Committee and/or band membership by way of a community meeting to determine the nature of any proposed amendments.
- The Housing Department should retain a dated copy of the policy amendment on file.
- Administration is responsible to oversee the operations of the Housing Department. This ensures that the financial controls are in place and that the housing department reports back to Council on a regular basis, as determined by Administration.

4.1.6 **Review and Revision**

- The policy will be reviewed by the Housing Committee on an annual basis.
- Revisions to the policy shall be recommended by the Housing Committee.
- Revisions to the policy must be approved by Council.

4.1.7 **Compliance with Policy**

- Council, employees, committee members and Band corporations shall act in accordance with this policy.
- Council, employees, committee members and corporate board members shall not disclose confidential financial information.

4.1.8 **Effective Date**

- This policy shall come into force upon Council approval.
- Revisions to this policy shall come into force upon Council approving the revisions by Council Motion.

TERMS OF REFERENCE

The Aamjiwnaang First Nation Housing Committee is a standing committee of Band Council

5.1.1 Structure:

- 1) There shall be a maximum of 2 Councilors and 3 Band Members appointed by application process and selection by the Band Council. The Housing Staff are to support the work of this committee as a resource person and shall have no voting rights.
- 2) A quorum of 3 to hold a meeting. A simple majority vote will be used. In the event of a tie the Chair will vote.
- 3) The Committee shall select the Chairperson.
- 4) The Committee shall meet twice a month (second and fourth Mondays of every month) or as circumstances warrant.
- 5) An individual, who misses three (3) consecutive regular meetings without being excused, **shall be removed** from the committee. **Strictly enforced.** The Committee member is to notify the Housing Department if they will not be present for a meeting.

5.1.2 Committee Membership Eligibility:

To qualify as a member, the individual must be:

- 1) A Band Member of the Aamjiwnaang First Nation.
- 2) A minimum age of 18 years.
- 3) Must be appointed by Band Council.
- 4) Term of appointment shall be two (2) years and a maximum of two (2) consecutive terms is allowed.
- 5) Must sign an Oath of Confidentiality form.
- 6) Must sign a conflict of interest form.

5.1.3 Voting restrictions:

A member of the Housing Committee must declare a conflict of interest prior to discussion and voting circumstances:

- 1) When the applicant is a member of their immediate family. Immediate family shall mean a spouse, common law spouse, children, parent, brother, sister, father-in-law, mother-in-law, grandparent, son-in-law, daughter-in-law, and also includes any relative permanently residing in the person's household.
- 2) When members of the committee declare conflict in such numbers that quorum cannot be maintained, the Chair shall cast a vote. If the Chair is in conflict, another member must be appointed as temporary Chair.
- 3) If conflict is declared and quorum is lost and/or no decision can be made, the item will be tabled until the next meeting.

6.1 **R.R.A.P. (RESIDENTIAL REHABILITATION ASSISTANCE PROGRAM)**

6.1.1 **Objective of the Program:**

To assist with the repair and renovations of existing substandard housing in First Nation communities, in order to bring the dwelling to a minimum level of health and safety.

6.1.2 **Eligibility Components:**

1) Occupant Eligibility

- Must be a member of Aamjiwnaang First Nation.
- Must be permanent residence and living there for five years
- Have a total household income below the Forgiveness Income Limit for the Planning Area of Aamjiwnaang First Nation (\$42,500.00 or less).

2) Unit Eligibility

- The house must be at least 5 years old.
- Substandard or deficient, and require major repairs in at least one of the following areas which becomes a qualifier for RRAP:
 - 1) Structural
 - 2) Electrical
 - 3) Plumbing
 - 4) Heating
 - 5) Fire Safety or
 - 6) Be overcrowded as defined by the National Occupancy Standard

6.1.3 **NOTE:**

- 1) Properties which have previously received RRAP may be eligible 15 years after the original RRAP loan was approved.
- 2) Properties which have received RRAP less than 15 years ago may be eligible for reduced assistance up to the maximum loan amount in effect at the time of the second loan application.
- 3) Maximum assistance provided through the R.R.A.P. program is \$16,000.00 additional amounts over this will have to be covered by the applicant or through a mortgage agreement with Council.
- 4) Forgivable.
- 5) Must live in home for five years after it is complete.
- 6) Must apply for additional loans if over the \$16,000.00 amount plus qualify for a Band loan.
- 7) Applicant to receive copy of inspection to be signed that they received.

6.1.4 **Procedure for Applications:**

- 1) The Housing Department will post for applications for R.R.A.P. loans as funds become available.
- 2) Interested First Nation members shall make application to the Housing Department.
- 3) The Housing Department shall review all applications and respond to the applicants within 30 days from the closing date of posting.
- 4) All applicants shall be rated on the same criteria as specified in the R.R.A.P. guidelines.
- 5) All applicants must be registered First Nation Members of Aamjiwnaang First Nation.
- 6) All applicants must be in good standing on their housing accounts and any other loan programs.
- 7) All RRAP applicants will be approved by CMHC and their decision is **FINAL**.
- 8) CHMC units do not qualify for R.R.A.P.
- 9) All approved applicant will receive a copy of the inspection report signed by all parties.

GENERAL INFORMATION

7.1.1 Aamjiwnaang operates the following Housing Programs

- 1) RBC On-reserve housing loan program
- 2) Emergency Loan Program
- 3) Renovation Loan
- 4) CMHC RRAP On-Reserve (Band Mortgages or Private owned homes)
- 5) CMHC HASI On-Reserve
- 6) Band Rentals (including apartments and detached homes)
- 7) CMHC Housing Units (apartments, seniors duplex, seniors complex, White Circle duplexes, detached homes)

7.1.2 The following applies to all Housing Programs:

- Applicants must be 18 years or older and a member of Aamjiwnaang First Nation.
- Each applicant must complete a detailed housing application form annually including the following: reference letter from a previous landlord, current utility bill, and current proof of income.
- Ownership of the house and land remains with Aamjiwnaang First Nation (strictly enforced) until such time as all mortgages and outstanding accounts are satisfied to the benefit of the First Nation.
- All applicants will be notified in writing of the results of the selection process, including verification of inclusion on the internal or external waiting lists.
- Applicants are responsible to update their application every January; it is the applicant's responsibility to make sure the Housing Department has a current phone number.
- The Housing Department and Finance Department will review active applications and will recommend the members who will receive assistance according to a Debt Ratio System to be forwarded for Council's approval.
- The Housing Department will keep a written record of the applications and the reasons for selecting or rejecting applicants. This information will be made available to the Chief and Council in the event that a decision is appealed.
- Any applicant or co-applicant with rental arrears and outstanding accounts with Aamjiwnaang First Nation will not be considered for housing assistance until the outstanding accounts are paid in full.
- Current tenants on the internal waiting list will have first priority over clients on the external waiting list.
- Applications for existing band rental units will be solicited in the months of December/January

and processed in February of each year. Applications will be scored, and applicants may be considered throughout the year as units become available.

- Applicants must keep the Housing Department updated to any changes on their application.
- Non-Band Member co-applicants must apply for a permit to reside and abide by the terms set forth in the permit to reside policy.

7.1.3 **Annual Waiting Lists**

Every Applicant must complete a new application annually before January 31, and may apply for each different type of housing accommodation. New Internal and External Waiting Lists will be created annually every February. IF the waiting list is vacant of applicants another call of applications will be taken. Current Applications will be mailed back in December with a letter to reapply with updated information.

7.1.4 **Internal Waiting List**

An Internal Waiting List will be maintained consisting of current tenants in good standing who wish to relocate to another type unit. The Internal Waiting List will have priority over the External Waiting List.

Residents who wish to relocate to another unit should apply in writing by application to the Housing Department and must be in good standing with the Band.

7.1.5 **External Waiting List**

Waiting Lists will be maintained consisting of people who would like to become tenants. There are External Waiting Lists for;

- One bedroom Apartments
- Two bedroom Apartments
- Three bedroom Apartments
- Seniors Duplexes
- Seniors Complex
- Detached Homes
- 2 Bedroom Duplex
- 3 Bedroom Duplex

8.1

SELECTION CRITERIA

In judging the acceptability of applicants, the Housing Committee/Band Council will not discriminate by any reason of religion, gender or gender identification, marital status, family status or relationship, sexual orientation, political affiliation, physical or mental disability, receiving public assistance or by any other reason which is a violation of fundamental human rights.

The purpose of the selection criteria is to select applicants on the basis of the applicant's ability to pay their rent in accordance with the Aamjiwnaang First Nation Housing Policy.

Council has considered affordability for Housing in Aamjiwnaang and has endorsed the use of a modified CMHC Total Debt Service Formula outlined below

Projected monthly housing costs

(Rent or Mortgage Payment, Union Gas, Car Payment, Credit Cards, Court Ordered Child Support)

Gross Monthly Income from all sources

(total of all income received including NCBS, Universal Child Tax Credit, Trillium)

A person qualifies financially if their Total Debt Service ratio is less than 60% or .6.

APPEALS

Applicants may appeal housing decisions regarding the selection process for housing assistance, enforcing of consequences for violation of policy or other related housing decisions regarding them. The following two-stage process must be followed:

Any appeal of decisions must be made within ten (**10**) business days of when notice of decision is received by the applicant. Anyone appealing a decision must take the following steps:

- Submit the appeal, in writing, to the Housing Department who will notify the Housing Committee within three (3) business days of receipt of the appeal, scheduled for the next Housing Committee meeting. The Housing Committee will have ten (10) business days in which to reconsider its decision based on any new information provided.
- After ten (10) business days, if the Housing Committee advises the applicant that the decision has been made without error or prejudice, the applicant may request a review of the appeal to Chief and Council. Chief and Council will review information brought forward by both the party making the appeal and the Housing Department and may request verbal presentations by both parties.
- Attend a Council meeting, if requested to do so.
- Abide by the final decision of the Chief and Council.

In considering the review, Chief and Council will decide whether the Housing Department based its decision according to the Housing Policy, without bias or favoritism, and without error in interpretation of the Housing Policy or law. Chief and Council will not review any new information that was not available to the Housing Committee for the appeal and ensure the appropriate parties are represented. The Chief and Council may, after consideration of all the information presented during the appeal hearing:

- Request that the Housing Department review its decision based on a corrected understanding of the policy.
- Order the Housing Department to follow approved policy and priorities previously established for by Council.
- Affirm the decision made by the Housing Department.

The Appeal/Grievance Form must be completed in full, and then submitted to the Housing Department.

The Appeal/Grievance Form is intended to be used by First Nation community members (Applicant) who feel a decision has been rendered based on inconsistent, inaccurate or incomplete information by the Housing Department. The form and associated investigations provide a fair and reasonable

method for the Applicant to provide additional or new factual information that may have been overlooked or not considered by the Housing Department when issuing their initial decision.

The form should be issued to the individual upon notice of the original decision with instructions on the process for filling out and submitting the form, if they wish to do so. It should be clear that this form is not to be used to express personal discontentment, and that the Appeal will not be considered unless it is based on factual events or information.

Once a decision pertaining to the appeal is rendered, a letter with the justification for the decision should be sent to the applicant. Attached to this letter should be a copy of the original decision, a copy of the appeal form originally filled out by the applicant, and information on how to submit a further appeal to the Chief in Council. An Appeal/Grievance Form similar to the one set out in the Appendices can be used for the appeal to Chief and Council.

A separate sheet may be picked up at the Band Office.

HOUSING PAYMENTS

All Aamjiwnaang members that receive housing assistance are expected to contribute toward the cost of housing. Funds collected as rental or loan payments will be used to protect the community's investment in band-owned housing and to maximize housing resources.

All housing payments are due on the first business day of each month. They are to be paid to the Finance Department **ONLY**. Neither reception staff nor housing staff are permitted to take housing payments. Payments can only be verified with a valid receipt from the Finance Department.

All tenants occupying new and existing houses constructed and administered, as rental housing units shall pay rent.

- Individuals who are eligible for social assistance will receive a shelter allowance towards the cost of their housing, is to be paid directly to Finance.
- Rent levels are subject to change at the discretion of the Housing Department and Council.
- The housing department must give the tenant (60) sixty days' notice, at a minimum, of any increases in rent prior to renewal of the rental agreement.
- All charges **for utilities including electricity, heat, hot water tank rental, water, telephone or other services are the responsibility of the tenant, unless otherwise indicated in the** housing or mortgage agreement. If the tenant fails to pay any utility or service accounts for which they are responsible the Housing Department will start the eviction process.

10.1.1 Accounts Collection Process

The collection process must be fair to the borrower by allowing them adequate time to reach an alternative agreement with the Aamjiwnaang First Nation prior to foreclosure.

10.1.2 Collection Procedures:

- 1) **15-Day Notice:** The account holder will be sent an arrears statement indicating that their payment is 15 days late.
- 2) **First Notice:** (30 days) one (1) missed payment. The account holder will be sent a letter and monthly arrears statement clearly stamped "One (1) Payment" has not been received and the amount of the arrears is highlighted.

- 3) **Second Notice:** (60 days) two (2) monthly payments. The account holder will be sent a letter and monthly arrears statement clearly stamped “Two (2) Payments” have not been received and the amount of the arrears highlighted. The account holder will be sent a letter referred to as a “Second and Final Notice”, within 30 days a “Foreclosure/Eviction Notice” will be served. The Aamjiwnaang First Nation Housing Staff has the authority to change the locks and cut off services such as electricity, heating and water.

***** All letters will be sent out from the Finance Department**

*****Tenants who receive an eviction notice will be given 30 days to vacate.**

10.1.3 Rent Collection Procedures

The tenant file shall document/date all attempts made by the housing and/or finance department to contact the tenant. Default policies will be applied immediately after one payment has been missed, as follows:

- All tenants must have an up-to-date signed agreement on file that would confirm rent amount and payment date. Keys will not be given to the tenant until the agreement is signed.
- Rent payments are due to be paid on the 1st day of each month. If rent is not paid on the 1st day of the month the rent shall be considered in arrears unless otherwise stated in the lease agreement (for example transfer from the Band social services department for tenants in receipt of social assistance, payroll deductions).
- Payments to be made by cash, certified cheque, money order, debit or Pre-Authorized payment.
- If a tenant has arrears he/she must be making payments on them ALONG WITH their regular house payments. If no payments on arrears are made the default procedure will commence, even if regular rent payments are being made.
- Tenants will receive annual statements confirming payments received by finance.
- Any rental increases that should occur (example: increases due to inflation) will be made known to the tenant(s) 60 days prior to the increase. The original rent agreement will have a provision for the increase; therefore it is not necessary for a new agreement to be signed.

10.1.4 Default Procedures

- First Attempt – A first attempt to contact the tenant will be made on the 3rd business 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.

- First Notice – A first notice will be sent to the tenant on the 1st business day after the 15th of the month (for example, if the 15th falls on a Sunday then the notice will be done up on Monday, the 16th) if the tenant has not made payment and if they have not contacted the housing department to make arrangements. The notice will include the day the rent was due and the amount that is outstanding. It will again advise the tenant to make the payment or to contact the housing department if they wish to make arrangements.
- Second Notice and Second Attempt – A second notice will be sent out on the 1st business day of the second month if the payment has not been made and if the tenant has not made an effort to contact the housing department. It will remind the tenant that the account is in arrears and they must repay the arrears in full or meet with a representative of the housing department and enter into a written agreement to repay the arrears over a mutually agreed upon amount of time; if a repayment is entered into the tenant must pay a minimum of 5% of the arrears on the date of the agreement. The second notice will confirm of the consequence of failing to repay the arrears or make repayment arrangements. At this time a representative from the housing department will also try and contact the tenant to resolve any issues for non-payment. A list of these tenants will be sent to the Housing Committee.
- Third Notice – If, on the 15th day of the second month there has been no payment made and the tenant has not entered into a repayment with the housing department a third notice will be sent to the tenant on the 1st working day after the 15th of the month. It will state that the tenant has until the end of the month to catch up on ALL current arrears or to sign a repayment agreement with the housing department by the last day of the month to avoid eviction. Eviction notice will be prepared at this time.
- Final (Eviction) Notice – If by the 1st business day of the 3rd month there has been no payment made and no effort to make a repayment agreement a final notice/eviction will be handed to the tenant or attached to the door of the tenant. This notice will be signed by the Housing Coordinator, the Band Administrator, the Chief as well as the two Council members who are on the housing committee. It will state that after many attempts from the housing and/or finance department the tenant has made no obvious effort to repay their arrears. It will give the tenant(s) two weeks from the date on the notice to vacate the property.
- If the tenant makes no further arrangements then the two week period until eviction stands. If, after the two weeks, there are any belongings left behind they will be disposed of by the housing department and the locks will be changed. At this point there will be a home inspection done. If there is any damage to the unit the cost of the repairs will be added to the tenants' arrears. These changes can include for example; painting, flooring, excessive cleaning, miscellaneous repairs.
- Once the tenants are evicted their name will also be sent to the credit bureau.
- All arrears will be kept on file for current and past tenants by the Finance Department.

10.1.5 Utility Eviction Procedure

- 1) All utilities must be in the tenants names as per their signed agreement and must show proof that the utility is in their name before they receive keys.
 - First Notice – (30 days) A copy of the outstanding utility bill along with a letter from the Housing Department will be sent to the tenants.
 - Second Notice – (60 days) A copy of the outstanding utility bill along with a letter from the Housing Department clearly stating “Second and Final Notice” will be sent to the tenants. The tenant will be informed to make payment arrangements with the noted utility company and to provide proof of payment or arrangements within 30 days or a “Foreclosure/Eviction Notice” will be served.
 - Eviction Notice – (90 days) An eviction notice will be served to the tenants for non-payment of utilities. The tenants will have 30 days to remove all belongings and vacate the premises. At which time the Housing Staff has the authority to change the locks and cut off services such as electricity, heating and water.
- 2) Any tenant evicted for non-payment of utilities will have their name kept on file with the Finance Department.

11.1

AAMJIWNAANG FIRST NATION EVICTON POLICY

11.1.1 REASON FOR EVICTION

Actions by the Tenant:

Eviction can be warranted due to the action or inaction of the tenant. The following is a list of reasons that the tenant may be evicted:

- Not paying the rent in full as outlined in the agreement.
- Causing willful damage or abuse to the rental property.
- Illegal activity (must be charged and convicted).
- Affecting the safety of others.
- Disturbing the enjoyment of other tenants or the landlord.
- Allowing too many people to live in the rental unit based on the rental agreement.
- Possessing a pet that causes damage to the property, disturbs other tenants, or is a risk to the health and safety of other tenants.
- Three (3) written complaints.
- The tenant sublets the unit.

Other Reasons for Eviction:

The following is a list of causes for eviction not caused by the action or inaction of the tenant:

- The Band has agreed to sell the property and the purchaser wants all or part of the property for their own use or for the use of an immediate family member or a caregiver.
- The Band plans major repairs or renovations that require vacant possession.
- The Band plans to demolish the rental property.
- Failure of a resident to remove a pet when directed by the Housing Department is grounds for termination of occupancy rights.

12.1

AAMJIWNAANG FIRST NATION
BAND RENTAL PROGRAM

12.1.1 **Eligibility**

- 1) Must be a registered status Aamjiwnaang First Nation Band Member.
- 2) Must be age of majority (18 years of age).
- 3) Must be an individual with a good standing with the Aamjiwnaang Finance Department.
- 4) All accessible units will be rented as designated.
- 5) All units will be rented as designated 55 years plus – Seniors Complex & Duplexes

12.1.2 **Applicants Responsibility**

- 1) To obtain and complete an application for rental and return it to the Housing Department to be filed for future reference.
- 2) To keep the Housing Department updated of any changes in their application. (i.e. marriage, common-law spouse, children, income, current contact information)
- 3) If selected the successful applicant must attend orientation
- 4) Report deficiencies to the Housing Department.

13.1

AAMJIWNAANG FIRST NATION
RULES AND REGULATIONS
BAND RENTAL UNITS

13.1.1 **Safety**

- 1) The tenants at all times exercises care for the safety of others.
- 2) Tenants shall not store large quantities of gasoline, oil, paint or other highly flammable or dangerous materials in their units. Tenants shall not permit anything to be done on the premises, which will significantly increase the risk of fire.
- 3) Smoke detectors must not be disconnected or painted. It is the tenants responsibility to test smoke alarms twice yearly. Tenants must report any malfunction to the Housing Department as soon as discovered.
- 4) Obstruction of common walk area by personal articles such as walkers, bicycles and other articles belonging to residents of individual units will not be permitted.
- 5) No fire pits allowed.
- 6) All swimming pools must be fenced in, and the tenant must have proof of liability insurance. Tenant must submit copy of liability insurance to the Housing Department.
- 7) Storage areas and crawlspaces are not to be used as bedrooms due to fire and safety hazards.

13.1.2 **Noise**

- 1) Unnecessary and unreasonable noise will not be permitted at any time. Parties will be confined to the unit of the hosting tenant and party noise shall be noticeably reduced by 11:00p.m. – Sunday through Thursday and by 12:00a.m. Midnight – Fridays and Saturdays.
- 2) Tenants will not play their stereos or other home entertainment equipment at such a volume that it is disruptive to their neighbours. The playing of loud musical instruments at night will not be acceptable after 11:00pm.
- 3) It is the responsibility of the tenants to exercise control over the activities of their guests in respect to the rights of neighbours to quiet privacy.

13.1.3 **Sanitation**

- 1) Tenants are expected to keep the interior and exterior of their home/unit reasonably clean and tidy.
- 2) No storing of scrap metal or other rubbish.
- 3) Pest infestation shall be reported to the Housing Department as soon as possible so that any necessary remedial measures can be taken. Any expense will be at the tenant's expense.

- 4) Garbage will be collected once weekly.

13.1.4 **Vandalism**

Any act of vandalism, theft or mischief perpetrated by a tenant, or any tenant of his/her household, or any of his/her guests, against the property of other tenants. Tenants shall be responsible for the cost of any and all damages caused by the tenant their guests.

A valid complaint must be signed by the person reporting said actions before any action to be taken by Housing Department.

13.1.5 **Sub-Occupancy/Subletting**

Subletting will NOT be allowed and will result in immediate eviction. The agreement is between the tenant and Aamjiwnaang First Nation.

13.1.6 **Inspections**

The tenant will be given 24 hours' notice prior to inspection. The Housing Department and qualified inspectors have the right to inspect all housing premises. Timing of such inspections must be mutually agreed between the Housing Department and the tenant.

- Copy of inspection report to tenant.
- Mandatory yearly inspection of unit.

13.1.7 **Vehicle(s)/Parking**

1) Regulation:

- a) Tenants must register their vehicle or vehicles with the Housing Department indicating colour(s) and make(s) of their vehicle.
- b) Tenants are responsible for notifying the Housing Department of any changes in vehicle information.

2) Allocation of Parking Spaces - Apartments Only:

- a) Parking spots are numbered to correspond with unit numbers.
- b) Each unit is eligible for one parking spot. Tenants will be allowed the parking space that corresponds with their unit number.
- c) Visitor parking will be provided.
- d) A second parking spot, if available, will be provided for a licensed vehicle upon written request.

3) Parking Restrictions – Apartments Only:

- a) Any vehicle (tenant or visitor) parking in Emergency Parking area of Fire Route area in such a way as to interfere with the free passage of other vehicles is liable to be removed at the tenant's expense.
- b) Tenants will not be permitted to do any repairs in the parking lots, i.e. cars are not to be left on blocks. Emergency repairs and upkeep on their own cars will be permitted, i.e. flat tires, etc.
- c) Unlicensed or inoperable vehicles may not be stored in the parking lot and will be removed at the tenant's expense.
- d) All vehicles must have a valid license plate.
- e) No boats, trailers, or snowmobiles will be permitted in the parking space.
- f) Parking will be designated for disabled tenants or visitors.
- g) Absolutely no parking on lawns, sidewalks for fire routes.

4) Grievances:

Any parking grievances will be channeled through the Housing Department.

13.1.8 **Tenants Responsibility**

- 1) To pay the first month's rent prior to signing rental agreements.
- 2) To pay all rent due on time as agreed.
- 3) To maintain the yards including pet feces.
- 4) To report any damages and the cause to the Housing Department.
- 5) To report any repairs required to the unit, as soon as possible, to the Housing Department.
- 6) To not make any structural changes to the unit without prior written consent of the Housing Department.
- 7) Any permanent fixtures that tenants install that are attached to the house or property will become Band Property until their agreements are paid in full. All costs to maintain these fixtures will be at the tenant's expense.
- 8) Plans are to be submitted for review by the inspector before the work commences.
- 9) To give one months' written notice of vacating the rental unit to the Housing Department.
- 10) To clean the unit prior to vacating.
- 11) To abide by all the terms in the rental agreement.
- 12) All wallpaper/borders must be removed prior to vacating.
- 13) For any infraction of this policy, the costs incurred will be billed to the tenant.
- 14) Must have content insurance and provide proof to the Housing Department yearly.

13.1.9 **Agreement will include:**

- 1) Amount of monthly rent.
- 2) Length of agreement.
- 3) What will warrant a termination notice.
- 4) What utilities shall be the responsibility of the tenant.

14.1

AAMJIWNAANG FIRST NATION
Smoke Free Policy
Seniors Complex

Aamjiwnaang First Nation is adopting a Smoke Free policy for all units and common areas of the Seniors Complex located at 1840 Virgil Ave., effective January 1, 2018. All existing tenants will be grandfathered in their current units and all new tenants as of January 1, 2018 will be required to sign a lease with a smoke free requirement.

Due to the known health risks of exposure to second-hand smoke, increased risk of fire and increased maintenance costs:

- 14.1.1 No tenant, resident, guest, business invitee, or visitor shall smoke cigarettes, cigars or any similar product whose use generates smoke within the building, except those used for spiritual traditions e.g., smudge ceremonies. This prohibition includes all residential units within the building, all balconies and patios, enclosed common areas, as well as outside within nine metres of doorways, operable windows and air intakes.
- 14.1.2 “Smoking” shall include inhaling, exhaling of any tobacco or marijuana, and similar product whose use generates smoke.
- 14.1.3 “Business invitee” shall include but is not limited to any contractor, agent, household worker, or other person hired by the housing providers, tenant or resident to provide a service or product to the housing providers, tenant or resident.
- 14.1.4 Exceptions may be made on a case by case basis for tenants requiring the use of medical marijuana.
- 14.1.5 New and amended leases will include information advising of the penalty for smoking in a smoke free designated unit, which will include a cleaning fee of \$300 and may result in termination of tenancy.
- 14.1.6 Violations of this No Smoking Policy shall be immediately reported to the Caretaker of the Seniors Complex or the Housing Department.

AAMJIWNAANG FIRST NATION
RULES AND REGULATIONS
BAND RENTAL UNITS – PET POLICY

15.1.1 **General**

Pets must not interfere with another tenants use or enjoyment of his/her unit or common areas.

15.1.2 **Contained Pets**

Pets are to be kept in accordance with bylaw #45-97-01-1 (Bylaw Respecting the Control of Dogs and Cats) and bylaw # 2002-24 (Bylaw Respecting Farm and Exotic Animals) which are available from Housing or Administration.

15.1.3 **Nuisance**

- 1) A tenant must repair all damages caused by his/her pet.
- 2) A tenant must control his/her pet to prevent any noise that disturbs other tenants.
- 3) Must control the smell or odor their pet causes.

15.1.4 **Control**

- 1) Pets are not allowed in common unit unless they are registered “working dogs”.
- 2) Pets must be in the control by a responsible person while in the common outside area.
- 3) Dogs must be kept on a leash.

15.1.5 **Animal Attacks**

- 1) Notify authorities
- 2) Seek medical attention
- 3) Notify Band Office

15.1.6 **Complaints and Penalties**

- 1) Any tenant with a complaint about a pet should first approach the owner at your discretion (or Animal Control Officer) and try to resolve the problem. If that is unsuccessful the complaint should be submitted to the Housing Department in writing.
- 2) When the Housing Department receives a written complaint, about a tenants pet, the Housing Department will make a reasonable attempt to substantiate the complaint. If it is substantiated, the Housing Department will take appropriate action as follows:
 - i. For the **First Complaint**, the Housing Department will send a written warning.

- ii. For the **Second Complaint**, the tenant will be served with a notice to appear at a specified meeting of the Housing Committee to explain why he/she should not have to permanently remove his/her pet.
- iii. Failure of a tenant to remove a pet or failure to attend a Housing Committee meeting when requested by the Housing Department is grounds for termination of occupancy rights.

15.1.7 Aamjiwnaang First Nation limits animals to the following:

Dogs, Cats, Tropical Fish and Cages Birds subject to the following regulation:

- A) Tenants shall not keep any animal deemed to be potentially dangerous by the Band (E.g. Pit Bull, Rottweiler or Attack Dogs, trained or otherwise).
- B) Tenants shall not keep any animal for commercial purposes.
- C) Tenants shall obey the following rules or any rules that the Band deems necessary from time to time.

The Band will allow animals in specified units provided that all the following are strictly adhered to:

- 1) The Bands Employees, Agents and Contractors must be allowed safe access to the premises. The tenant shall prevent the animal from hindering the Employees, Agents and Contractors from performing their duties.
- 2) In addition to the Bands Animal Policy and Regulations, the tenant shall comply with all applicable by-laws regarding animals.
- 3) Tenants shall not permit their animals to be loose when outdoors. The animal must be kept on a leash or a chain not more than 10 feet (3 meters) in length. The animal must be tied to proper ground swivel (not tied to trees, water pipes, storm door handles, clotheslines, etc.) In order to confine the animal on the premises area.
- 4) The tenant will accept full responsibility for proper animal hygiene and animal control inside and outside the premises. Which means that any tenant who houses an animal shall keep it so that:
- 5) Offensive odours and the transfer of diseases;
- 6) A female animal in heat does not attract other animal (must keep indoors);
- 7) The animal cannot escape easily;

- 8) Tenant is required to remove immediately any animal excrement and dispose of it in a sanitary manner;
- 9) Tenant is required to keep animal in good health and free from disease.
- 10) The tenant is responsible to damages (e.g. property, personal injury) caused by any animal housed on the premises.
- 11) The tenant will be allowed to keep the animal provided that it does not interfere with the reasonable enjoyment of the premises. In the event that the tenant does not comply with any of the above rules and regulations, upon written notification of the Band, the tenant must immediately and permanently remove the animal from the premises.
- 12) In the event that the tenant does not comply with written notification, the Band will process with an eviction notice; however the Band may waive the right to enforce any of the above regulations with prejudicing its right to process with any legal course of action at a later date.

At the present time I have (description of animal):

***** TO BE STRICTLY ENFORCED*****

16.1

APPENDICES

1. Notice to Residents Form
2. Housing Appeal/Grievance Form
3. By-Law for farm and exotic animals
4. Animal Control By-Law

AAMJIWNAANG FIRST NATION
NOTICE TO RESIDENTS

TO: _____
UNIT: _____
STREET ADDRESS: _____

TAKE NOTICE that it has been alleged that you have committed the following breach of the Rules and Regulations or policies:

Contrary to Paragraph _____ of _____.

And TAKE NOTICE that a meeting of the Housing Committee has been set for the _____ day of _____, 20____ at _____ in occupancy rights with respect to the unit described above.

AND TAKE NOTICE that you may appear at such meeting and make representations prior to such vote either personally or by agent or counsel or both. Unless you or your agent or counsel is present, you will have no right to appeal the decision of the Housing Committee.

AND TAKE NOTICE that you are hereby required to remedy the breach or default aforesaid if it is capable of remedy, or to make compensation in money for the breach, if such breach may be compensated for by money, prior to such meeting.

Dated this _____ day of _____, 20____.

Per: _____

Housing Department

HOUSING APPEAL/GRIEVANCE FORM

BETWEEN: _____FIRST NATION

STREET ADDRESS:

MAILING ADDRESS:

AND: Applicant’s Name(s) _____

The Housing Department takes every action possible to ensure all decisions are justifiable and rendered based on facts. These facts and justifications can include the using of an approved point system, credit check, verification of income and any relevant medical, as well as social issues that can be backed up by an expert in that particular field.

This being said, we would also like to state that we wish to give an applicant a fair opportunity to prove that, if unsatisfied, with any outcomes or decisions concerning our housing programs, the applicant will have the opportunity to file an appeal with the Housing department. This appeal must be on the basis of facts or justifiable events the applicant feels were overlooked or not considered. The appeal is not to be used as a medium for expressing personal discontentment. Any and all additional documentation to support your appeal should be attached to this form.

The appeal must be filed within ten (10) days of the issuance of the initial decision to the address set out above to be strictly enforced. Upon rendering a decision based on this appeal, the Aamjiwnaang First Nation Housing Department will notify the applicant in writing with justification for their decision. If the Aamjiwnaang First Nation Housing Department upholds its original decision, the Applicant can take their final appeal to Chief and Council for their consideration, as Chief and Council shall act as final appeals board for all housing decisions.

HOUSING APPEAL/GRIEVANCE FORM

Name of Applicant: _____

Date: _____

Program Appealed: _____

Description of Original Decision:

Grounds for appeal:

Nature of Supporting Documentation:

Signature of Applicant: _____