



## **HOUSING POLICY 2021**

Accepted at the Regular Council meeting on September 26, 2022. Moved by Joanne Rogers,  
Second by Mike Jackson.

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## CONTENTS

PART I – GENERAL .....	5
1.0 INTRODUCTION .....	5
1.1 Purpose .....	5
1.2 Goals.....	5
4.1 Housing Department.....	7
4.2 Housing Committee.....	8
4.2.1 Establishment and Selection of Housing Committee.....	8
4.2.2 Housing Committee Roles and Responsibilities .....	9
4.2.3 The Chairperson’s responsibilities include, but are not limited to:.....	9
PART II –NATION ADMINISTERED HOMES .....	10
5.0 BAND RENTAL UNITS.....	10
5.1 Rental Housing Application Requirements .....	10
5.2 Selection Criteria for Rental Units .....	11
5.3 Tenancy Agreement .....	11
5.4 Rental Rates.....	11
5.5 Payment of Rent.....	11
5.6 Rent Arrears .....	12
5.7 General Duties and Responsibilities of Occupants/Tenants .....	12
5.8 Maintenance .....	14
5.9 Renovation of Rental Units.....	14
5.9.1 Major Renovations Temporary Displacement.....	15
5.10 Insurance .....	15
5.11 Fires.....	15
5.12 Inspections .....	15
5.12.1 Regular Inspections .....	15
5.12.2 Move-In Inspection.....	16
5.12.3 Move-Out Inspection.....	16
5.13 Death of Tenant.....	16
5.14 Marital Breakdown.....	17
5.14.1 General.....	17
5.14.2 Marital Breakdown: Joint Tenants with no children.....	18
5.14.3 Marital Breakdown: Joint Tenants with children .....	18

5.14.4 Marital Breakdown: Non-member Spouse with children .....	18
5.15 Eviction .....	19
5.15.1 Breach of the Policy and/or a Tenancy Agreement .....	19
5.15.2 Repeatedly Causing a Nuisance or Public Disturbance .....	19
5.15.3 Rental Arrears .....	20
5.15.4 Abandoned Unit.....	20
5.16 Vacating the Unit.....	20
6.0 RENT-TO-OWN HOMES.....	21
6.1 Rent-to-Own Agreement.....	21
6.2 Rent-to-Own Housing Application Requirements .....	22
6.3 Selection Criteria for Rent-to-Own Units.....	23
6.4 Rental Rates.....	23
6.5 Payment of Rent.....	23
6.7 General Duties and Responsibilities of Occupants/Tenants .....	24
6.8 Maintenance .....	25
6.9 Renovation of Rent-to-Own Units .....	26
6.10 Insurance .....	26
6.11 Fires .....	26
6.12 Inspections .....	27
6.12.1 Regular Inspections .....	27
6.12.2 Move-In Inspection.....	27
6.12.3 Move-Out Inspection.....	27
6.13 Transfer of Ownership of Rent-to-Own Unit .....	28
6.14 Re-allocation of Rent-To-Own Homes Still Under Mortgage.....	28
6.15 Death of Tenant.....	29
6.16 Marital Breakdown.....	30
6.16.1 General.....	30
6.16.2 Marital Breakdown: Joint Tenants with no children.....	30
6.16.3 Marital Breakdown: Joint Tenants with children .....	30
6.16.4 Marital Breakdown: Non-member Spouse with children .....	31
6.17 Eviction.....	31
6.17.1 Breach of the Policy and/or a Rent-to-Own Agreement .....	32
6.17.2 Repeatedly Causing a Nuisance or Public Disturbance .....	32

6.17.3 Rental Arrears .....	32
6.17.4 Abandoned Unit.....	32
6.18 Vacating the Unit.....	33
<b>PART III – PRIVATELY OWNED HOMES AND MORTGAGE HOMES .....</b>	<b>34</b>
7.1 General Duties and Responsibilities of Homeowners.....	34
7.2 Maintenance .....	34
7.3 Insurance.....	34
7.5 Transferring.....	34
7.6 Marital Breakdown.....	35
7.9 Death of a Homeowner .....	35
<b>PART IV – RENOVATION PROGRAMS.....</b>	<b>36</b>
<b>8.0 RENOVATION PROGRAMS .....</b>	<b>36</b>
8.1 Residential Rehabilitation Assistance Program (RRAP).....	36
8.2 Home Adaptations for Seniors Independence (HASI).....	36
8.3 Other Renovations Programs .....	37
<b>PART V – HOMEOWNERSHIP .....</b>	<b>39</b>
<b>9.0 BANK LENDING PROGRAMS (RBC).....</b>	<b>39</b>
<b>PART VI – OTHER .....</b>	<b>39</b>
<b>10.0 COMPLAINTS .....</b>	<b>39</b>
<b>11.0 APPEALS.....</b>	<b>39</b>
11.1 Grounds for Appeal .....	39
<b>APPENDIX 1 – HOUSING APPLICATION .....</b>	<b>41</b>
<b>APPENDIX 2 – HOME INSPECTION FORM .....</b>	<b>45</b>
<b>APPENDIX 3 – RENTAL ARREARS 1<sup>ST</sup> NOTICE .....</b>	<b>48</b>
<b>APPENDIX 4 – RENT ARREARS - 2<sup>ND</sup> NOTICE .....</b>	<b>49</b>
<b>APPENDIX 5 – RENT ARREARS FINAL NOTICE .....</b>	<b>50</b>
<b>APPENDIX 6 – EVICTION NOTICE .....</b>	<b>51</b>
<b>APPENDIX 7 – REPAYMENT/ARREARS RECOVERY AGREEMENT.....</b>	<b>52</b>
<b>APPENDIX 8 – VIOLATION NOTICE.....</b>	<b>53</b>

## PART I – GENERAL

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

### 1.0 INTRODUCTION

#### 1.1 Purpose

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

#### 1.2 Goals

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

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

### 2.0 Definitions

“Band” means the Aamjiwnaang First Nation.

“Housing Department” means the Housing Coordinator and any other staff employed by Aamjiwnaang to assist in implementing the Housing Policy and overseeing the housing program.

“Band-Administered Home” means a home that falls under the Aamjiwnaang Housing Department and includes Section 95 Homes, Band Rental Units, and Band Rent-to-Own Units.

“Band Council Resolution” means a written resolution or authorizing document of Chief and Council adopted at a duly convened meeting of the elected council for the Aamjiwnaang First Nation.

“Band Member” means a member of the Aamjiwnaang in accordance with Aamjiwnaang's membership list.

“Certificate of Possession” means the right of possession for the residential unit including the right of possession for the land on which the house is situated on.

“CMHC” means the Canada Mortgage and Housing Corporation.

“FN” means First Nation.

“Council” means the duly elected chief and council of the Aamjiwnaang First Nation.

“Education Transfer” means a transfer for education reasons.

“Fiscal Year” means April 1<sup>st</sup> to March 31<sup>st</sup> each year.

“Housing Application” means an application to live in a Rental Unit containing the information in Appendix 2.

“Housing Stock” means all Band-Administered Homes.

“Immediate Family” means a spouse (married or common law), parent, child, brother, or sister.

“ISC” means Indigenous Services Canada, the former Aboriginal Affairs and Northern Development Canada and Indigenous & Northern Affairs Canada.

“ISC Home” means a Unit that was subsidized by ISC and does not mean a Section 10 Home or a Section 95 Home.

“Member” means a Aamjiwnaang First Nation member.

“Nation” means Aamjiwnaang First Nation.

“Nuisance” means where a Tenant that invades or interferes with another’s rights or interests (use or enjoyment of property) by being offensive, annoying, dangerous, obstructive, or harmful to health.

“Occupancy Charge” means funds collected from a Tenant(s) for a particular Rental Unit with no attached mortgage, that are segregated from all other Band funds and used to cover services, maintenance, upkeep and to fund an ongoing replacement reserve for that particular rental unit.

“Occupant” means an individual occupying a Band-Administered Home, and includes, but is not limited to, Tenants.

“Option to Own” means a clause included in the rent to own agreement between the Aamjiwnaang and tenant where both parties agree that, at the end of the amortization period for the section 95 mortgage loan, the tenant may have an option to own the home provided that the tenant has met all conditions and obligations in the rent to own agreement.

“Policy” means the Aamjiwnaang First Nation Housing Policy date 2021

“Privately Owned Home” means a home that is owned by a Nation Member where Aamjiwnaang holds no responsibility to the home, which includes homes transferred to a Tenant at the end of a Rent-to-Own Agreement, homes build by a member or homes under mortgage by owner.

“Rental Unit” means a Band-Administered Home that is subject to a Tenancy Agreement.

“Repayment Agreement” means an agreement entered into between a Tenant and Aamjiwnaang for repaying rental arrears.

“Release of Interest” means the written confirmation of the release of Aamjiwnaang’s interest in the rent to own home.

“Section 10 Home” means a Unit that is financed through the Section 10 Program Ministerial Guarantee program through ISC.

“Section 95 Home” means a Unit that has current debt attached from the Section 95 Program of the CMHC.

“Social Housing” means a Unit with Section 95 debt attached, or other Housing built under the premise of social need.

“Spouse” means a person who is married to another person or who has lived with another person in a marriage-like relationship for a period of at least one (1) year and includes persons of the same gender.

“Tenant” means an occupant or occupants who have entered into a Tenancy Agreement with Aamjiwnaang in order to occupy a Band-Administered Home.

“Unit” means a Band-Administered Home.

### 3.0 Authority and Application

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

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

### 4.0 Governance

#### 4.1 Housing Department

The Housing Coordinator oversees all matters related to the administration of Band-Administered Homes. A Housing Assistant will also be delegated some of these responsibilities.

#### Housing Department Roles and Responsibilities

The following functions will be delegated to the Housing Coordinator:

- i. prepare agendas and take minutes for all Housing Committee meetings;
- ii. prepare and present annual budgets to Chief & Council;
- iii. ensure reports are prepared and presented to Chief & Council;
- iv. advise the Housing Committee and Chief & Council on the implications of any transaction or policy changes contemplated;
- v. manage and carry out the day-to-day operations required to implement and oversee the housing program(s) and other related duties;
- vi. complete inspections on all work done on Band-Administered Homes, before, during and after work is done;
- vii. accept and score Housing Applications;
- viii. Issue eviction notices;
- ix. keep the Housing Committee and the Council up-to-date on workshops, training, funding opportunities, and on any relevant correspondence;
- x. update the Housing Committee and Chief & Council on arrears;

- xi. adhere to all applicable codes and guidelines, including building codes.
- xii. prepare all notices, including arrears letters and repayment plans;
- xiii. maintain and update tenant files, the housing list and renovation requests;
- xiv. provide construction and renovation updates to the Housing Committee and Chief & Council on an as-needed basis;
- xv. promote and manage the housing programs; and
- xvi. communicate decisions of the Housing Committee to the appropriate individuals.

## 4.2 Housing Committee

The Housing Committee represents in matters related to housing. The Committee acts in cooperation with the Housing Department but remains independent from the Housing Department in carrying out their roles and responsibilities. The Housing Committee is not responsible for day-to-day operations and program management. Those matters fall to the Housing Department.

### 4.2.1 Establishment and Selection of Housing Committee

The Housing Committee will consist five (5) voting members appointed by each Chief and Council. The two Council representative, shall serve as the chairperson. Quorum shall be three (3) members of the Housing Committee.

All Committee members are bound by the Housing Policy.

In order to be eligible for appointment to the Housing Committee a person must:

- i. be at least eighteen (18) years of age;
- ii. be a registered member of the Aamjiwnaang;
- iii. be either living on or off reserve;
- iv. have a sincere desire to help serve the members of the community in a fair, transparent manner and to act in a non-judgmental fashion; and
- v. have a good knowledge of the housing needs of the community.

If appointed, a member of a Housing Committee must:

- i. understand and agree to enforce this Policy;
- ii. agree not to engage in nepotism or participate in decisions in which he or she is in a conflict of interest;
- iii. sign an Oath of Confidentiality (Appendix 1); and
- iv. if he or she is a tenant, must be in compliance with this Housing Policy.

A member who occupies a Rental Unit is not eligible for the Housing Committee if he or she is in rental arrears and/or does not have a record of paying rent on time.

Council shall remove a Housing Committee member for the following reasons:

- i. breaching confidentiality;
- ii. falling into rental arrears where arrears letters are issued on a regular basis;
- iii. failing to attend three (3) consecutive meetings without a valid reason (i.e., work related or medical);
- iv. bullying or intimidating other members of the committee or housing staff;
- v. if convicted of an indictable criminal offense; or



- vi. at the recommendation of the Housing Coordinator, for making decisions that are patently unfair or not consistent with the Housing Policy.

If a member of a Housing Committee is removed or steps down, Chief & Council shall appoint a replacement.

Not more than one member from the same Immediate Family (Immediate Family is defined as your spouse, mother, father, brother, sister, or child) can be appointed to the Housing Committee at the same time.

The Housing Committee will meet twice monthly, with emergency meetings scheduled as required. Any matters deemed to be urgent by the Housing Coordinator, where approval of the Housing Committee is required, shall be dealt with by calling an emergency meeting.

#### 4.2.2 Housing Committee Roles and Responsibilities

Housing Committee shall carry out the following functions:

- i. review and make recommendations for changes to this Policy on an annual or as needed basis; and
- ii. provide advice to the Housing Department and Chief & Council on matters related to Housing.

In carrying out their responsibilities, Housing Committee members must:

- i. implement the Housing Policy in a consistent and transparent manner;
- ii. ensure the effective and efficient operation of the Aamjiwnaang Housing Program;
- iii. prepare for meetings by reading relevant reports and letters; and
- iv. keep up to date with relevant Aamjiwnaang Laws, policies and By-Laws.

#### 4.2.3 The Chairperson's responsibilities include, but are not limited to:

- i. calling Housing Committee meetings;
- ii. ensuring that quorum is present before business is conducted;
- iii. following up on old business;
- iv. reading the minutes of the last meeting;
- v. amending the minutes where amendments are approved;
- vi. introducing new business;
- vii. maintaining order;
- viii. acting as an impartial mediator in the workings of the Housing Committee;
- ix. ensuring that the business of the meeting proceeds smoothly and that the meeting stays on topic according to the agenda;
- x. calling for recommendations and ensuring that everybody has had an opportunity to debate and discuss recommendations; and
- xi. after substantive debate and discussion, calling for a vote on recommendations and ensuring that recommendations are seconded for all business decisions of the Housing Committee.

## PART II –NATION ADMINISTERED HOMES

Band Administered Homes are homes that fall under the Aamjiwnaang Housing Department and includes Section 95 Homes, Band Rental Units, and Band Rent-to-Own Units.

### 5.0 BAND RENTAL UNITS

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

#### 5.1 Rental Housing Application Requirements

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

Applicants must match the occupancy of the home they are applying for. This means the housing department will not create an overcrowding situation, as defined by the National Occupancy Standards, or an over-housed situation where there are more bedrooms than people.

##### Housing Application Form

A Housing Application form (Appendix 2) must be completed in full and submitted to the Housing Department. Applications will only be accepted if there posting a rental unit.

##### Applicant Eligibility Requirement.

##### Age Requirement

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

##### Income Requirement

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

##### Family Composition

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

##### Rental History

If a Tenant was evicted from a Rental Unit in the community, he or she will not be eligible to apply for another Rental Unit until at least twelve (12) months from the date of the eviction has passed and any outstanding rent arrears are paid in full. Previous arrears will be reviewed on a case by case basis.

## 5.2 Selection Criteria for Rental Units

Once the applications are reviewed to determine if they meet the eligibility requirements, the Housing Department and Finance will calculate the Gross Debt Servicing Ratio (GDS) analysis to determine that all their financial obligations along with the proposed rent and utilities are below the threshold.

Working Tenants - Monthly Gross Income / Monthly Rent  $\geq$  3.0

Ontario Works – Shelter Allowance  $\geq$  Monthly Rent + Utilities

If the applicants are below the above 3.0 the GDS threshold, they are entered into a lottery. The Housing Committee administers the lottery and makes recommendations to Chief and Council based on this lottery.

## 5.3 Tenancy Agreement

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

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

Two copies of the Tenancy Agreement shall be signed by the Housing Department and the Tenant(s) prior to occupying the Unit. One copy will be kept by the Housing Department, and another copy will be provided to the Tenant(s). Applicants who have arrears will reviewed on an annual basis.

## 5.4 Rental Rates

Aamjiwnaang Chief and Council set rents for Rental Units based on rental scales from the Canada Mortgage and Housing Corporation ("CMHC") operating agreement or rents set by Council on band-owned rentals.

Rents shall be reviewed annually with 90 days' notice.

## 5.5 Payment of Rent

All Tenants are required to pay rent to contribute toward the cost of housing. Rental payments will be used to protect the community's investment in its Housing Stock and to maximize housing resources.

Tenants can also use Debit, Pre-Authorized Chequing (PAC) or E-Transfer to pay their rent.

Rent is due on the on the 1<sup>st</sup> business day of the month. All Tenants occupying a Rental Unit have agreed to pay rent, as stated in their Tenancy Agreement.

Tenants who are Aamjiwnaang employees can have their rent deducted from their income and forwarded to the Housing Department. Tenants in receipt of Social Assistance can have their rent paid through shelter portion on their behalf by the Ontario Works Department. Ontario Works recipients can make arrangements with the Ontario Works Department to ensure that rent payments are made on their behalf. Any rent portion not covered by Income Assistance program is the tenants' responsibility.

If a tenant on Ontario Works receives an eviction notice and the arrears are paid in full by Ontario Works, the rental deductions will be mandatory.

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

## 5.6 Rent Arrears

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

- i. A first notice (Appendix 5) will be sent to the Tenant(s) seven (7) days after rent is due. The Tenant shall immediately pay the rental arrears in full or if agreed by the Landlord an Arrears Repayment Plan will be created and entered into.
- ii. If after the 20 days of the due date no payment has been received, a second written notice (Appendix 6) will be delivered along with a scheduled time for a meeting between the Tenant and the Housing Department to discuss the situation and to make arrangements for the repayment of the rental arrears by entering into an Arrears Repayment Agreement.
- iii. If after 30 days of the due date no payment has been made, a written Final Notice (Appendix 7) will be delivered to the Tenant advising the Tenant(s) that they have 10 working days to make full payment of the arrears plus the current month's rent. Both the Tenant(s) and the Housing Department must agree to all repayment terms in The Repayment Agreement which will include the amount of each repayment instalment and the date the payment is due.
- iv. As a last resort, if at the end of the 10-day period, the Tenant(s) has not made a payment or the Tenant has failed to enter into and/or comply with the terms of an Arrears Recovery Agreement, an eviction notice shall be delivered to the Tenant and the Tenant will have 48 hours to vacate the Rental Unit.
  - v. If three second notices are issued in one fiscal year is cause for immediate eviction.

## 5.7 General Duties and Responsibilities of Occupants/Tenants

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

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

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

- i. attend the Basic Home Maintenance Workshop prior to moving into a Unit, if available;
- ii. keep Units in good, clean and sanitary condition, including yards. Tenants shall be responsible for damage to the Unit;

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

Tenants must not:

- i. assign or sub-let a Unit;
- ii. change lock or keys without permission of the Housing Department, should the tenant change the lock without permission a spare key must be provided to the housing department. For lost keys, the housing department will provide a replacement key for a fee.
- iii. cultivate or smoke cannabis from a Band-owned unit (health and safety reasons);
- iv. smoke tobacco in the multi-unit complex;
- v. consume alcohol in common areas of the Seniors Complex;
- vi. sell, transfer or otherwise dispose of any appliances, or other equipment without the direct approval by the Housing Department, unless appliances are owned by the Tenant;

- vii. use the Unit or allow the Unit to be used for any purpose other than a residential dwelling for the authorized Tenant(s) of the Unit unless other arrangements have been made through the Housing Department in writing.

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

- i. ensure that visitors and occupants also comply with all terms of the Tenancy Agreement and this Policy;
- ii. Have tenant insurance (content) and must provide proof during the annual inspection;
- iii. Pay the monthly water bill regularly and on time. Any outstanding water bills will be added to a tenant rent as arrears; and
- iv. pay rent regularly and on time, as per the terms of the Tenancy Agreement and this Policy.

## 5.8 Maintenance

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

- i. roof repairs,
- ii. plumbing repairs,
- iii. hot water tank replacement,
- iv. electrical work,
- v. repairing Band-owned appliances (as long as they have not been damaged or overloaded),
- vi. replacing broken windows (as long as they have not been damaged by the Occupant(s)),
- vii. repairing driveways,
- viii. repairing floors, exterior doors, interior door and cabinet hardware and cupboards as needed.
- ix. HVAC

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

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

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

## 5.9 Renovation of Rental Units

Tenants must have permission from the Housing Department to make any alterations, additions or improvements to a Rental Unit. A qualified inspector shall review any such plans, alterations, additions, or improvements to ensure it meets applicable codes. In situations where permission has not been received, it will be the responsibility of the Tenants(s) to return the Rental Unit to its original

condition at no cost to the Housing Department. Tenants will not be reimbursed for any improvements they have completed at their own expense.

Rental Units may from time to time qualify for external renovation programs such as RRAP or HASI. See Part V – “Renovation Programs” of this Policy for more information on these programs.

### 5.9.1 Major Renovations Temporary Displacement

Under rare circumstances where a rental unit requires major renovations and where it is not possible for the existing tenant to remain in the unit during the renovation due to health and safety reasons, Aamjiwnaang shall terminate the tenancy agreement with 90 days’ notice. Aamjiwnaang shall assist tenants in finding alternative residence and moving cost. During the 90-day notice period the tenant will not be subject rent.

### 5.10 Insurance

Aamjiwnaang will provide insurance to cover the structure for all Band Administered Homes through Aamjiwnaang’s insurance policy. Such insurance will include replacement cost (fire) in the amounts specified in the insurance policy, subject to any exclusions or limitations listed therein, as amended from time to time.

Tenants must have tenant insurance (content) and must be provide proof during the annual inspection.

### 5.11 Fires

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

- i. how the fire was started; and
- ii. extent of damage to the house.

The Housing Department shall also:

- i. report to authorities, as required; and
- ii. notify the insurance company.

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

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

### 5.12 Inspections

#### 5.12.1 Regular Inspections

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

Units are also subject to inspection by the Housing Department in the event that the Housing Department has reasonable grounds for believing that the Tenant(s)/Occupant(s) are in breach of a term of an Agreement with Aamjiwnaang, including a Tenancy Agreement, or this Policy. In such cases, the Housing Department will provide reasonable notice (48 Hours) that the inspection will take place. The Housing Department representative(s) and the Tenant are required to be present for the inspection. If the Tenant is not available, Housing Department representative(s) shall conduct inspection and shall provide photographs and sign the report. A copy of the report will be provided to the Tenant.

### 5.12.2 Move-In Inspection

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

### 5.12.3 Move-Out Inspection

- i. A move-out inspection will be completed by the Housing Department representative and Tenant on the day the Tenant ceases to occupy the rental unit or on another mutually agreed day – as soon after move-out as possible.
- ii. The Housing Department representative must complete a unit condition inspection report. Both the Housing Department and Tenant or witness must sign the unit condition inspection report and the Housing Department must give the Tenant a copy of the report.
- iii. The Housing Department representative shall make the inspection and complete and sign the condition inspection report without the Tenant if the Housing Department has provided notice as required above and the Tenant does not participate, or the Tenant has abandoned the rental unit or has been evicted. The Housing Department must be accompanied by a witness, who will be another Band staff member.
- iv. Any repairs required to the unit resulting from damage by the Tenant(s) or their guests shall be confirmed in writing to the Tenant(s) and cost recovery will be pursued by the Housing Department. **Tenants will not be billed for regular wear and tear.** Photos to be included. A copy of the report will be provided to the Tenant.

### 5.13 Death of Tenant

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

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



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

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

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

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

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

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

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

## 5.14 Marital Breakdown

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

### 5.14.1 General

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

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

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

If there are children of the relationship who are Band Members, and custody is in dispute, the Housing Department will register the Rental Unit in one of the spouses name temporarily until custody is resolved.

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

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

In accordance with 5.2, the Housing Department and Finance shall calculate the Total Debt Servicing Ratio (TDS) analysis to determine that all their financial obligations along with the proposed rent and utilities are below the 40% threshold.

If the applicants are below the 40% TDS threshold, they are entered into a lottery. The Housing Committee administers the lottery and makes recommendations to Chief and Council based on this lottery.

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

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

If custody of the children is equally split between the Joint Tenants and if the parties cannot agree as to who will retain the rental, each individual Joint Tenant will submit a new Housing Application (Appendix 2) to the Housing Department. In accordance with 5.2, the Housing Department and Finance will calculate the Total Debt Servicing Ratio (TDS) analysis to determine that all their financial obligations along with the proposed rent and utilities are below the 40% threshold.

If the applicants are below the 40% TDS threshold, they are entered into a lottery. The Housing Committee administers the lottery and makes recommendations to Chief and Council based on this lottery.

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

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

If the Tenant (who is band member) has primary care of the children, regardless of whether the children are Band Members, the Tenant will retain possession of the Rental Unit.

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

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

## 5.15 Eviction

Any Occupant who chooses not to enter into or renew a Tenancy Agreement with Aamjiwnaang will be evicted. Aamjiwnaang reserves the right to evict Tenants/Occupant(s) from Units in certain circumstances.

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

Tenants/Occupant(s) may face eviction for:

- (a) breaching a term of this Policy and/or a Tenancy Agreement;
- (b) repeatedly causing a nuisance or public disturbance;
- (c) failing to pay rent (rental arrears); and/or
- (d) abandoning a Unit; and / or
- (e) where major renovations are required on the unit (TEMPORARY DISPLACEMENT)

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

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

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

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

1. making false declarations on a Housing Application that results in a housing allocation;
2. convicted of trafficking narcotics or carrying out other illegal business activities in or from a Band Unit;
3. Extraordinary Willful Damage (\$10,000); and
4. Neglect.

### 5.15.2 Repeatedly Causing a Nuisance or Public Disturbance

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

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

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

### 5.15.3 Rental Arrears

A Tenant may be subject to eviction for falling into rental arrears. Where the reason for eviction is rental arrears, the Tenant will also be advised that in order to qualify for housing in future, the rental arrears must be paid in full. The policy and procedure with respect to rental arrears is outlined in section 5.7 of this Policy.

### 5.15.4 Abandoned Unit

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

### 5.16 Vacating the Unit

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

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

## 6.0 RENT-TO-OWN HOMES

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

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

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

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

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

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

**At no time during the agreement does the tenant build any equity. Equity is only realized at the end of the agreement, once all the rent payments are made in accordance with this policy. If a tenant is evicted or leaves the Rent-to-own home before the mortgage or agreement is finished, they will not be reimbursed for any rents paid or compensated for any equity.**

### 6.1 Rent-to-Own Agreement

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

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

payment of the rent, may result in termination of the agreement, eliminating the option to option to purchase.

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

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

## 6.2 Rent-to-Own Housing Application Requirements

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

Applicants must match the occupancy of the home they are applying for. This means the housing department will not create an overcrowding situation, as defined by the National Occupancy Standards, or an over-housed situation where there are more bedrooms than people.

### Housing Application Form (Appendix 2)

A Housing Application form (Appendix 2) must be completed in full and submitted to the Housing Department. Applications will only be accepted if there posting a rent-to-own unit.

### Applicant Eligibility Requirement.

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

#### Age Requirement

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

#### Income Requirement

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

#### Family Composition

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

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

#### Rental History

If a Tenant was evicted from a Rental Unit in the community, he or she will not be eligible to apply for another Rental Unit until at least twelve (12) months from the date of the eviction has passed and any outstanding rent arrears are paid in full.

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

Once the applications are reviewed to determine if they meet the eligibility requirements, the Housing Department and Finance will calculate the Gross Debt Servicing Ratio (GDS) analysis to determine that all their financial obligations along with the proposed rent and utilities are below the threshold.

Working Tenants - Monthly Gross Income / Monthly Rent  $\geq$  3.0

Ontario Works – Shelter Allowance  $\geq$  Monthly Rent + Utilities

If the applicants are below the above 3.0 the GDS threshold, they are entered into a lottery. The Housing Committee administers the lottery and makes recommendations to Chief and Council based on this lottery.

### 6.4 Rental Rates

Aamjiwnaang Chief and Council sets the rent for Rent-to-Own Units based on the rental scales from the CMHC operating agreement or Rent rates established by Chief & Council for band-owned units.

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

### 6.5 Payment of Rent

All Tenants are required to pay rent to contribute toward the cost of housing. Rental payments will be used to protect the community's investment in its Housing Stock and to maximize housing resources.

Tenants can also use Debit, Pre-Authorized Chequing (PAC) or E-Transfer to pay their rent.

Rent is due on the on the 1<sup>st</sup> business day of the month. All Tenants occupying a Rental Unit have agreed to pay rent, as stated in their Tenancy Agreement.

Tenants who are Aamjiwnaang employees can have their rent deducted from their income and forwarded to the Housing Department

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

### 6.6 Rent Arrears

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

## 6.7 General Duties and Responsibilities of Occupants/Tenants

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

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

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

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



- xii. refrain from making any improvements or alterations to a Unit, which may render void or voidable any policy of insurance held by Aamjiwnaang generally and/or the Aamjiwnaang Housing Department specifically; and
- xiii. immediately notify the Housing Department when planning to vacate or leave a Unit for more than 10 days.

Tenants must not:

- i. switch or transfer Units without following the procedure set out in section 6.12 this Policy for Transfers;
- ii. assign or sub-let a Unit;
- iii. change lock or keys without permission of the Housing Department, should the tenant change the lock without permission a spare key must be provided to the housing department. For lost keys, the housing department will provide a replacement key for a fee.
- iv. cultivate or smoke cannabis from a Band-owned unit (health and safety reasons);
- v. sell, transfer or otherwise dispose of any appliances, or other equipment without the direct approval by the Housing Department, unless appliances are owned by the Tenant;
- vi. use the Unit or allow the Unit to be used for any purpose other than a residential dwelling for the authorized Tenant(s) of the Unit unless other arrangements have been made through the Housing Department in writing.

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

- i. ensure that visitors and occupants also comply with all terms of the Tenancy Agreement and this Policy;
- ii. Have tenant insurance (content) and must provide proof during the annual inspection;
- iii. Pay the monthly water bill regularly and on time. Any outstanding water bills will be added to a tenant rent as arrears; and
- iv. pay rent regularly and on time, as per the terms of the Tenancy Agreement and this Policy.

## 6.8 Maintenance

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

- i. roof repairs,
- ii. plumbing repairs,
- iii. hot water tank replacement,
- iv. electrical work,
- v. repairing Band-owned appliances (as long as they have not been damaged or overloaded),
- vi. replacing broken windows (as long as they have not been damaged by the Occupant(s)),
- vii. repairing driveways,
- viii. repairing floors, doors and cupboards as needed.

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

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

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

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

## 6.9 Renovation of Rent-to-Own Units

Tenants must have permission from the Housing Department to make any alterations, additions or improvements to a Rental Unit. A qualified inspector shall review any such plans, alterations, additions, or improvements to ensure it meets applicable codes. In situations where permission has not been received, it will be the responsibility of the Tenants(s) to return the Rent-to-own Unit to its original condition at no cost to the Housing Department. Tenants will not be reimbursed for any improvements they have completed at their own expense.

Rental Units may from time to time qualify for external renovation programs such as RRAP or HASI. See Part V – “Renovation Programs” of this Policy for more information on these programs.

## 6.10 Insurance

Aamjiwnaang will provide insurance to cover the structure for all Band Administered Homes through Aamjiwnaang’s insurance policy. Such insurance will include replacement cost (fire) in the amounts specified in the insurance policy, subject to any exclusions or limitations listed therein, as amended from time to time.

Tenants must have tenant insurance (content) and must be provide proof during the annual inspection.

## 6.11 Fires

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

- iii. how the fire was started; and
- iv. extent of damage to the house.

The Housing Department shall also:

- iii. report to authorities, as required; and
- iv. notify the insurance company.

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

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

## 6.12 Inspections

### 6.12.1 Regular Inspections

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

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

### 6.12.2 Move-In Inspection

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

### 6.12.3 Move-Out Inspection

- i. A move-out inspection will be completed by the Housing Department representative and Tenant on the day the Tenant ceases to occupy the rental unit or on another mutually agreed day – as soon after move-out as possible.
- ii. The Housing Department representative must complete a unit condition inspection report. Both the Housing Department and Tenant or witness must sign the unit condition inspection report and the Housing Department must give the Tenant a copy of the report.
- iii. The Housing Department representative shall make the inspection and complete and sign the condition inspection report without the Tenant if the Housing Department has provided

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

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

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

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

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

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

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

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

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

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

- (a) meet all the eligibility criteria for a Rent-to-Own Agreement as set out in Sections 6.1 to 6.3 of this Policy; and
- (b) agree to pay Rent, without assistance from Aamjiwnaang or any social assistance program, equivalent to the original 25-year sum of all subsidized rents (or what the original tenant was required to pay in rent for the entire duration). Once the mortgage is discharged, and the new tenant is still required to pay rent, all the cost such as maintenance and fire insurance shall be the responsibility of the Tenant.

## 6.15 Death of Tenant

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

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

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

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

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

## **6.16 Marital Breakdown**

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

### **6.16.1 General**

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

Spouses must notify Aamjiwnaang in writing that they have formerly separated and that they are no longer wish to live together. Upon receiving this notification, Aamjiwnaang will implement sections 6.17 of this Policy for Rent-to-Own homes as it pertains to Marital Breakdown.

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

If there are children of the relationship who are Band Members, and custody is in dispute, the Housing Department will register the Rental Unit in one of the spouses name temporarily until custody is resolved.

### **6.16.2 Marital Breakdown: Joint Tenants with no children**

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

The Housing Department and Finance shall calculate the Total Debt Servicing Ratio (TDS) analysis to determine that all their financial obligations along with the proposed rent and utilities are below the 40% threshold.

If the applicants are below the 40% TDS threshold, they are entered into a lottery. The Housing Committee administers the lottery and makes recommendations to Chief and Council based on this lottery.

### **6.16.3 Marital Breakdown: Joint Tenants with children**

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

If custody of the children is equally split between the Joint Tenants and if the parties cannot agree as to who will retain the rental, each individual Joint Tenant will submit a new Housing Application (Appendix 2) to the Housing Department. The Housing Department and Finance shall calculate the Total Debt Servicing Ratio (TDS) analysis to determine that all their financial obligations along with the proposed rent and utilities are below the 40% threshold.

If the applicants are below the 40% TDS threshold, they are entered into a lottery. The Housing Committee administers the lottery and makes recommendations to Chief and Council based on this lottery.

#### **6.16.4 Marital Breakdown: Non-member Spouse with children**

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

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

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

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

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

#### **6.17 Eviction**

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

The Aamjiwnaang reserves the right to evict Tenants/Occupant(s) from Units in certain circumstances.

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

Tenants/Occupant(s) may face eviction for:

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

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

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

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

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

1. making false declarations on a Housing Application that results in a housing allocation;
2. convicted of trafficking narcotics or carrying out other illegal business activities in or from a Band Unit;
3. Extraordinary Wilful Damage (\$10,000); and
4. Neglect.

### 6.17.2 Repeatedly Causing a Nuisance or Public Disturbance

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

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

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

### 6.17.3 Rental Arrears

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

### 6.17.4 Abandoned Unit

It is the Tenants responsibility to notify the Housing Department that they will be away for an extended period of time. The Rental Unit is deemed to be abandoned if the Tenant no longer resides in the Rental Unit or has been absent from the Rental Unit for 30 or more consecutive days without the Landlord's prior written consent and the Rent; and/or utility payments are unpaid for 30 days or



more and the Tenant has not communicated with the Landlord regarding the rental arrears. If a Unit is thought to be abandoned, the Housing Department will provide the Tenant with a written notice asking them to confirm their residency, and the Tenant will have 15 days to respond to the notice. In such cases where no response has been received, the house will be re-allocated by the Housing Committee based on the selection criteria. Any arrears and damages shall be the responsibility of the Tenant. All Tenants are required to notify Housing in writing, 30 days prior to moving. If a Tenant moves out of a Unit without informing the Housing Department, the Unit will be deemed abandoned and re-allocated by the Housing Committee.

### **6.18 Vacating the Unit**

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

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

## **PART III – PRIVATELY OWNED HOMES AND MORTGAGE HOMES**

### **7.0 privately owned homes**

Privately Owned Homes are homes that have been either built by a member on land held by certificate of possession and the homeowner has obtained a mortgage to build the home or is a home transferred to a member pursuant to the terms of a Rent to Own Agreement. Tenant has assumed all responsibilities for the home. The care, maintenance and upkeep of a privately-owned home rests entirely on the owner of the home.

### **7.1 General Duties and Responsibilities of Homeowners**

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

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

- i. respect the rights and privacy of neighbours;
- ii. notify the Lands Department prior to building a fence or digging in a yard. This is to ensure that underground utility lines are not disturbed and property boundaries are respected;
- iii. ensure that all utilities and other services are in a Homeowner's name (or other individual's name if another individual has agreed to be held responsible for the utilities of the Homeowner), so as to ensure that utility and other companies do not forward bill(s) to the Band;
- iv. carry insurance to cover personal property in the Home. Should disaster strike, Aamjiwnaang, including the Aamjiwnaang Housing Department, will not be responsible for the loss of any personal property.

### **7.2 Maintenance**

The Housing Department is not responsible for any repairs or maintenance of Privately Owned Homes.

### **7.3 Insurance**

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

Aamjiwnaang is not responsible for any uninsured Privately-Owned Homes.

### **7.5 Transferring**

Members who own a privately-owned home with a certificate of possession will have to comply with the applicable terms of the Indian Act. In certain circumstances, a Homeowner may be able to apply to transfer a Home to another Band Member through the Lands Department or ISC directly.

### Application & Procedure

A member wishing to transfer their home to another band member must apply through Lands Department or ISC.

### Criteria

- (a) home is being transferred to a Aamjiwnaang Member.

The Homeowner retains title to the Home until the Privately-Owned Home is transferred, the transferee will become a Homeowner and they will assume all the rights and responsibilities of homeownership including maintenance, repairs, and fire insurance.

## 7.6 Marital Breakdown

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

## 7.9 Death of a Homeowner

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

## PART IV – RENOVATION PROGRAMS

### 8.0 RENOVATION PROGRAMS

The following sections detail renovation programs that are available to all types of housing.

#### 8.1 Residential Rehabilitation Assistance Program (RRAP)

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

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

##### Eligibility

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

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

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

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

##### Loans

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

##### Housing Arrangements

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

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

Canada Mortgage & Housing Corporation (CMHC) offers funding under the HASI program for Aamjiwnaang members 65 and over whom (CMHC may make an exception):

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

- iii. the unit is their permanent residence.

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

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

All adaptations should be permanent and fixed to the dwelling and must improve the accessibility of the housing for seniors. The program is subject to budget availability. Assistance is in the form of a forgivable loan up to \$3,500. The loan does not have to be repaid as long as Homeowner agrees to continue to occupy the unit for the loan forgiveness period, which is six (6) months.

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

### 8.3 Other Renovations Programs

Other programs are available for all members including emergency repairs, revolving loans and the RBC loan program. For further details please call housing for more information.

#### **REVOLVING LOAN ACCOUNT**

Subject to the availability of funds, Council may establish a revolving loan account to provide housing renovation loans or emergency housing loans to Band members. The Revolving Loan Account will be set up as an internally restricted fund at an amount established by Council Motion. Approved Housing Renovation Loans and Housing Emergency Loans will be paid from the Revolving Loan Account.

Loan repayments for loans made from the Revolving Loan Account will be returned to the Revolving Loan fund. Council will review the Revolving Loan Program annually.

Any new allocation of funds to the Revolving Loan Account will require a Band Council Motion.

#### **RENOVATION LOANS**

Criteria for Renovation Loans includes the following:

- i. The property must be located on Aamjiwnaang First Nation and must be the primary residence of the borrower;
- ii. The Band or borrower must have title to the property. Rental properties are not eligible for renovation loans;
- iii. All loans where the land is not in the Band's name will be registered with ISC; and
- iv. The borrower must have completed an application for a RRAP Loan which was not approved or is not eligible for RRAP.

The borrower must have a history of regular payments and the renovation loan must be recommended by the Housing Committee. Loan approval is subject to the borrower's ability to repay as per loan applications.

Renovation loans will be made for a minimum of \$2,000 and a maximum of \$15,000 and will have a maximum amortization of ten years. The Band will pay contractors directly as work is completed and inspected. Expenditures and payment of funds are subject to Band policies.

A signed loan agreement will be required prior to any payment being made. A loan fee of 2.5% will be charged to cover inspection costs and administration.

Interest will be charged at the current approved rate. If all payments are made on time and in full, interest will be forgivable at the end of the loan.

## PART V – HOMEOWNERSHIP

### 9.0 BANK LENDING PROGRAMS (RBC)

#### LOANS OF BAND FUNDS

Loans of Band funds will only be made for housing needs. Council approval is required prior to the lending of any Band funds. All requests for loans and all new loan agreements and loan guarantees will be submitted to Council. New loan agreements and loan guarantees will be reviewed by the Finance Coordinator and a recommendation will be sent to Council.

Any changes to existing loan agreements, including changes to payment schedules, shall be submitted to the Finance Coordinator for review and recommendation. Approval by the Band Administrator is required prior to any changes being made to an existing loan agreement.

*Aamjiwnaang Financial Administration Policy March 2015*

*Approved BCR 2008 – 2009 #14 21*

## PART VI – OTHER

### 10.0 COMPLAINTS

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

### 11.0 APPEALS

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

#### 11.1 Grounds for Appeal

Decisions may be appealed on the following grounds:

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

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

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

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

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

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

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

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

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

## 12. Amendments to the Housing Policy

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

12.2 The Housing Coordinator will note the amendment on a list for policy amendments set out in a format as shown in the table below. The policy amendment list will precede the table of contents within the policy.

Amendment Number	Approval Date	Description

14.3 The policy, including amendments, will be available to members at the Aamjiwnaang office. If an amendment impacts the tenant, the Housing Coordinator will notify the tenant in writing within 30 days of policy amendment approval. Where the policy amendment relates to an increase in rent, the Housing Coordinator will provide the tenant with at least a 90-day prior written notice of the rent increase.

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



## APPENDIX 1 – HOUSING APPLICATION

### HOUSING RENTAL APPLICATION

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

**1. Applicant Information**

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

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

**2. current residential and postal address?**

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

**Rental Application -FN Rental Unit What is your mailing address (if different from #2):**

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

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

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

4. **Alternate Contact in Your Absence for messages**

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

5. **Employment History**

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

6. **Information on your current and previous accommodation**

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

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


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

- a.  1 bedroom     2 bedrooms     3 Bedrooms     4 Bedrooms

9. **Gross Monthly Income:**

Primary Applicant \$ \_\_\_\_\_/Month

Co-Applicant \$ \_\_\_\_\_/Month

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

10. Two Reference Letters from either:  
 a. Two landlord references are submitted (the references must be from the two most recent landlords).

i.  Yes     No     N/A

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

i.  Yes     No     N/A

Primary occupant (please print)	
Signed	Date:

Secondary occupant (please print)	
Signed	Date:

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

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

	Date: _____	Declined <input type="checkbox"/>
Authorized by Print: _____ Authorized by Signature: _____ Dated: _____		
Update # 1 Date: _____ Via: By: Person <input type="checkbox"/> mail <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/>	Any Changes to application? Provide details: _____ _____ _____	Received by: _____ _____
Update # 2 Date: _____ Via: By: Person <input type="checkbox"/> mail <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/>	Any Changes to application? Provide details: _____ _____ _____	Received by: _____ _____
Update # 3 Date: _____ Via: By: Person <input type="checkbox"/> mail <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/>	Any Changes to application? Provide details: _____ _____ _____	Received by: _____ _____

## APPENDIX 2 – HOME INSPECTION FORM

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

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

Items	Condition - (Good/Clean, Damaged, Missing, Not Clean)	Comments
<b>COMMON AREA</b>		<b>COMMON AREA</b>
Front Door		
Storm Door		
Back Door		
<b>KITCHEN AREA</b>		<b>KITCHEN AREA</b>
Fridge		
Stove		
Other Appliances		
Cupboards		
Countertops		
Plumbing		
Flooring		
Walls		
Doors		
Windows		
Other		
<b>DINING ROOM</b>		<b>DINING ROOM</b>
Flooring		
Walls		
Windows		
<b>LIVING ROOM/HALL</b>		<b>LIVING ROOM/HALL</b>
Walls		

Flooring		
Doors/Doorways		
Windows		
<b>BATHROOM</b>		<b>BATHROOM</b>
Toilet		
Basin/Taps		
Shower Bathtub Taps		
Flooring		
Doors		
Walls		
Plumbing		

<b>BEDROOM #1</b>		<b>BEDROOM #1</b>
Closet		
Walls		
Flooring		
Doors/doorways		
Windows		
Other		
<b>BEDROOM #2</b>		<b>BEDROOM #2</b>
Closet		
Walls		
Flooring		
Doors/doorway		
Windows		
Other		
<b>BEDROOM #3</b>		<b>BEDROOM #3</b>
Closet		

Walls		
Flooring		
Doors/doorway		
Windows		
Other		
<b>FIRE SAFETY</b>		<b>ALL LEVELS</b>
Smoke detectors		
Carbon Monoxide detectors		
<b>OTHER AREA - specify</b>		<b>OTHER AREA</b>

Inspection Completed By: \_\_\_\_\_  
 (Housing Department Representative) Date: \_\_\_\_\_

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

### APPENDIX 3 – RENTAL ARREARS 1<sup>ST</sup> NOTICE

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

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

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

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

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

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

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

\_\_\_\_\_  
On Behalf of the Aamjiwnaang Housing Department  
Housing Coordinator



## APPENDIX 4 – RENT ARREARS - 2<sup>ND</sup> NOTICE

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

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

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

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

This notice constitutes your second notice pursuant to section 5.7 (ii) of the Aamjiwnaang Housing Policy. Accordingly, you are reminded to pay the outstanding rent forthwith or make immediate arrangements with Housing Department to discuss the repayment of arrears. The total amount due is \$ \_\_\_\_\_.

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

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

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

\_\_\_\_\_  
On Behalf of the Aamjiwnaang Housing Department  
Housing Coordinator

## APPENDIX 5 – RENT ARREARS FINAL NOTICE

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

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

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

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

This notice constitutes your third and final notice pursuant to section 5.7 (iii) of the Aamjiwnaang Housing Policy. According to the terms of the Housing Policy & Tenancy Agreement, you now have no more than 10 days to pay all arrears in full plus the current months' rent. The total amount due is \$ \_\_\_\_\_.

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

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

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

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On Behalf of the Aamjiwnaang Housing Department  
Housing Coordinator

### APPENDIX 6 – EVICTION NOTICE

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

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

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

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

- a. \_\_\_\_\_
- b. \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
On Behalf of the Aamjiwnaang Housing Department  
Housing Coordinator

\_\_\_\_\_  
On Behalf of the Aamjiwnaang Housing Department  
Band Manager

## APPENDIX 7 – REPAYMENT/ARREARS RECOVERY AGREEMENT

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

Agreement to repay arrears between

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

-And -

First Nation)

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

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

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

Tenant Signature:	Date:
Tenant Signature:	Date:
Housing Department:	Date:

## APPENDIX 8 – VIOLATION NOTICE

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
On Behalf of the Aamjiwnaang Housing Department  
Housing Coordinator