

MCLEOD LAKE INDIAN BAND
On Reserve Housing Policies
And Procedures Manual

APPROVED NOVEMBER 2001

SUMMARY

The McLeod Indian Band recognizes the need within its community in providing suitable, quality, and affordable housing to its membership. The Band has therefore taken the necessary requirements in finding solutions and providing action in the development of a Housing Program. The primary objectives within the Housing Program is ensuring equitable and consistent treatment of all Band Members, the longevity of the housing stock, and continued success of the Housing Program.

The McLeod Band has, therefore, developed a Housing Policy in ensuring these objectives. The McLeod Lake Housing Policy is based on the participation of all stakeholders and equitable treatment for all to be applied in a consistent manner. Above all, the Housing Policy is the embodiment of a contract between the band who provides the housing, and those who benefit from the housing. Both, band and the housing recipient, have an important and ongoing role to play in the success of the Housing Program. Both have duties and obligations to the other. The future of the Housing Program depends upon both parties in carrying out their respective obligations in a straightforward manner.

This Housing Policy outlines those duties and responsibilities, and delineates the roles to be followed to ensure the ongoing success of the McLeod Lake Band Housing Program.

DEFINITIONS:

- 1) **“Abandon”** means leaving a Living Unit, without the written authorization of the landlord for a period greater than one (1) month.
- 2) **“Band Council”** means the chief and council of the McLeod Lake Indian Band.
- 3) **“Committee”** means the McLeod Lake Band housing committee.
- 4) **“Elders”** meaning any McLeod Lake Band Member sixty (60) years of age or over.
- 5) **“Family”** means a minimum of two (2) persons who are related by blood or marriage and includes common-law spouses or if unrelated, one of who is dependent on the other on a continual basis. This definition includes dependent children as well.
- 6) **“Housing Department”** means persons hired by the McLeod Lake Band to carry out the duties of required positions.
- 7) **“Landlord”** means the McLeod Lake Band Housing Department.
- 8) **“Living Unit”** means a single family home on its own lot, a duplex or a group home or other special residence.
- 9) **“Maintenance Reserve”** means a pool of funds kept in trust for the repair and maintenance of Band Owned Housing and owned units entered into the program.
- 10) **“Mortgage Agreement”** means a written agreement between the band and tenant for the right to own the house once the total mortgage has been received in full.
- 11) **“Rental Agreement”** means a written agreement between the band and tenant for the right to occupy a house.
- 12) **“Rental Unit”** means a house owned by the McLeod Lake Band that is a living accommodation used or intended for use as a residence.
- 13) **“Section 9/10 Band Owned Unit,”** means any house on reserve receiving a mortgage by the Band.
- 14) **“Section 9/10 Individual Unit”** means any house on reserve in which an individual Band Member has received a mortgage on their own.
- 15) **“Social Housing”** means any house on reserve receiving a mortgage interest subsidy from Canada Mortgage Housing Corporation (CMHC).
- 16) **“Tenant”** means the person who enters into a Rental Agreement or Mortgage Agreement with the Band and who pays any rent in return for the right to occupy the house.
- 17) **“The Band”** meaning the McLeod Lake Indian Band

Table of Contents

1.0	Policy Review
2.0	Housing Authority
3.0	Housing Committee
4.0	Housing Officer
5.0	Eligibility
6.0	Application Procedures
7.0	Housing Allocations
8.0	Consultation with Potential Tenants on New Housing
9.0	Rental Tenancy Agreement
10.0	Land Occupancy
11.0	Construction of New Housing
12.0	Building Codes
13.0	Home Occupancy
14.0	Payment Structures and Responsibility
15.0	Notices and Evictions
16.0	Maintenance Reserve
17.0	Maintenance
18.0	Renovations and Major Repairs
19.0	Repossession of Housing Units
20.0	Provisions for Sub-Leasing
21.0	Purchase of Dwellings
22.0	(Pre-1997) Social Housing Requirements
23.0	Willed Transfer Ownership
24.0	Equity
25.0	Certificate of Possession
26.0	Appeal Process
27.0	Emergencies

List of Schedules Attached:

Schedule I - Notice of Default- Rent

Schedule II - Rental Tenancy Agreement

Schedule III - Notice of Eviction Notice

1.0 **POLICY REVIEW**

- 1.1 The Housing Policy will be adopted at a Housing Committee meeting called expressly for that purpose.
- 1.2 The Housing Policy is subject to amendments at such time the Administration finds necessary in the resolution of concerns.
- 1.3 The Housing Policy is subject to a general band meeting.

2.0 **HOUSING AUTHORITY**

- 2.1 The McLeod Lake Indian Band On-Reserve Housing Policy is endorsed by the McLeod Lake Indian Band Council and applies to all houses located on the reserves of the McLeod Lake Indian Band.

3.0 **HOUSING COMMITTEE**

- 3.1 The McLeod Indian Band will establish an advisory committee known as the “McLeod Lake Indian Band Housing Committee.” The McLeod Lake Band Housing Committee will consist of six (6) members selected by the Band Council.
- 3.2 Each Housing Committee member will be selected for a period of 2 years.
- 3.3 The McLeod Lake Band Housing Committee members must comply with the following qualifications and standards:
 - a) Be a member of the McLeod Lake Indian Band;
 - b) 19 years of age or older;
 - c) Willing to sit as a volunteer member; and
 - d) Demonstrate maturity and good judgment in their participation in Band processes.
- 3.4 The Committee is to be chaired by the designated chairperson.
- 3.5 Decisions of the Committee require a quorum of four (4) committee members and are recorded in the minutes.
- 3.6 The mandate and role of the McLeod Lake Band Housing Committee are as follows:
 - a) To provide a forum for liason and consultation between members and the Band Council;
 - b) Provide information, interpretation and recommendations related to housing policies;
 - c) To mediate disputes arising from the application of the Housing Policy;
 - d) To issue recommendations, notices, decisions, and orders to assist in further development of the housing policy.

- 3.7 The Housing Committee will meet on a monthly basis, or at the call of the chairperson, if more regular meetings are required.
- 3.8 The members of the Housing Committee will be subjected to the McLeod Lake Indian Band Conflict of Interest Policy.

4.0 **HOUSING OFFICER**

- 4.1 The Housing Officer will respond to all tenant queries, requests for services and complaints following the Housing Policy, Rental Tenancy and Mortgage Agreements and any other such agreements as are applicable.
- 4.2 The Housing Officer will advise Chief and Council on all recommendations made by the Housing Committee for further implementation to the Housing Program.
- 4.3 The Housing Officer will respond to all written receipt of applications, letters, in regards to housing within 10 working days.
- 4.4 The Housing Officer will act as a liaison between tenants, Administration, and Chief and Council.
- 4.5 The Housing Officer will be responsible in providing monthly reports to the McLeod Lake Band Administration on current projects and future applications regarding housing.

5.0 **ELIGIBILITY**

- 5.1 Individuals in arrears to the McLeod Lake Indian Band will not be eligible for rental of a housing unit on McLeod Lake Indian Reserves

Arrears in this context means a debt owing to the McLeod Lake Indian Band upon which no regular payments are being made. All housing and/or other loans in arrears must be paid in full before an application can be processed.

- 5.2 Must be a member of the McLeod Lake Indian Band
- 5.3 All applicants shall be over 19 years of age.

6.0 **APPLICATION PROCEDURES**

- 6.1 Applications for housing shall be made in writing and submitted to the Housing Officer. Receipt of all applications will be acknowledged in writing within ten (10) working days.
- 6.2 All applications will be kept on file for one year. Band members are required to reapply annually to keep applications current.

7.0 HOUSING ALLOCATIONS

- 7.1 All applications for housing received by the Housing Officer will be forwarded to the housing committee.
- 7.2 Applicants must first meet the following eligibility criteria to be considered for the allocation of any new or existing dwelling:
- a) Must sign a lease indicating willingness to pay the required monthly payment.
 - b) Must not have any outstanding arrears with the McLeod Lake Indian Band Housing Department.
 - c) Must provide references from past landlord(s).
- 7.3 Should a Band Member decline or is unable to meet the housing program criteria for any reasons, the allocation will automatically revert back to the housing committee for reallocation.
- 7.4 Prioritization in the allocation of housing within the McLeod Lake Indian Band, shall be based on the following criteria:
- i. Disabled persons;
 - ii. Elderly;
 - iii. Single parent;
 - iv. Married couple (common law); and
 - v. Singles.
- 7.5 Upon separation, divorce, or death; non-band members occupying a home who are not members of the McLeod Lake Indian Band will be given six (6) months notice that the lease will be terminated, unless this non-band member is responsible for any children who are members of McLeod Lake Indian Band. Then they will be able to continue to reside in the unit until the children are of majority age at which time the unit will be transferred to the Band Member, who occupied the unit.

8.0 CONSULTATION WITH POTENTIAL TENANTS ON NEW HOUSING

- 8.1 All potential tenants will be required to complete a Verification of Income form.
- 8.2 A Specification sheet will be completed by the Housing Officer, Contractor, and potential tenant to include the following:
- a) To obtain a set of house plans acceptable to the tenant, not exceeding the acceptable maximum size of 1200 sq ft.

NOTE: Individuals requesting homes larger or more expensive than the set standards will be referred to the process of INAC Individual Housing Program.

- a) To introduce the housing policies, rental tenancy or mortgage agreements, and any additional tenant responsibilities.
- b) To identify site location.
- c) Determination of interior and exterior colors, finishing, and such other minor adjustments as may be appropriate.

8.3 A completed Specification Sheet will be signed between the Housing Officer, the Contractor, and tenant prior to the commencement of construction.

8.4 Any change orders associated with new construction will be the responsibility of the tenant.

9.0 **RENTAL TENANCY AGREEMENT** (See Attached: Schedule II)

9.1 The Rental Tenancy Agreement is an agreement set in place between the McLeod Lake Indian Band and the renter of a Band Owned Rental Unit, stating the terms and references in which both parties shall be held responsible.

9.2 All housing will have a valid Rental Tenancy Agreement set in place prior to occupancy.

9.3 The McLeod Lake Indian Band and the renter, shall be subject to the responsibilities and obligations listed within the signed Rental Tenancy Agreement.

10.0 **LAND OCCUPANCY**

10.1 All housing shall be constructed only in areas of the reserve designated for residential use within the authorized *Physical Development Plan* (PDP).

10.2 Selection of any lot, outside the serviced areas, will not be granted unless the individual pays for the service connections of water, sewer, hydro, roads, and any other additional expenses necessary in the construction of that new housing unit.

11.0 **CONSTRUCTION OF NEW HOUSING**

11.1 All Band Housing will be constructed under the direction of the Housing Officer and Project Manager.

11.2 Prior to construction;

- a) All necessary financing shall be in place;
- b) Budgets and payment schedules shall be verified by way of a contract; and
- c) Time lines and schedules shall also be listed within the contract.

12.0 **BUILDING CODES**

- 12.1 All building will be to *National Building Code* Standards.
- 12.2 Site Sketch shall include location of house, location of road and driveway, electrical hook-up, and water and sewer connections.
- 12.3 All electrical work must be inspected by a qualified BC Electrical Inspector.
- 12.4 All plumbing and heating installations must be inspected by a qualified and certified plumber inspector.
- 12.5 First Nations Inuit and Health Branch shall approve in writing the installation of septic tanks, drainage fields and lagoons.

13.0 **HOME OCCUPANCY**

- 13.1 Upon home occupancy, the Housing Officer will:
 - a) Arrange an appointment to give a final inspection to the home with the tenant;
 - b) Review and reaffirm the rental tenancy requirements;
 - c) File a signed formal acceptance of these terms in the tenants housing file; and
 - d) Provide a copy to the tenant upon entering into the agreement.

14.0 **PAYMENT STRUCTURES AND RESPONSIBILITY**

- 14.1 It is the responsibility of the tenant to pay the rent every month, on the 1st of each month, according to the terms of the agreement signed between the Band and the tenant.
- 14.2 Rental payments will include all costs of carrying the respective home, including the mortgage, insurance, maintenance, and community service costs.
 - a) Tenants may obtain personal content insurance.
- 14.3 If a tenant is unable to make a payment on time, he/she must contact the Housing Officer, to explain his/her financial situation and to work out an acceptable method of payment and may include labour in kind as payment
- 14.4 Tenants have a responsibility to pay the rent when it is due and the Housing Officer has an obligation to follow the policy directives for defaulting in rent payments.
- 14.5 The tenant will be responsible for all heating and electrical charges, if the tenant is not on income security.
- 14.6 All on reserve band members who work for McLeod Lake Indian Band and its affiliates must agree to have rent deducted from their payroll prior to signing the Rental Agreement.

- 14.7 All On Reserve Elders will be charged a set rate of \$130.00 for rent, This applies to any elders that are not on social assistance.

15.0 NOTICES AND EVICTIONS

- 15.1 In order to insure the viability of the Housing Program, eviction proceedings may be initiated against any tenant in breach of his/her obligations under the Rental Tenancy Agreement, or Housing Policy.

The proceedings of evictions are as follows:

- a) The Housing Officer shall deliver a letter of Notification of Default- Rent, to the tenant within 10 days of being in default, to re-emphasize the proceedings stated within the housing policies, as well as, to discuss any posing problems.
 - b) The tenant will also be required to have a payment schedule set out in writing to recover the missed payment(s).
 - c) If a tenant fails to comply with their written terms and the Notice of Default-Rent within (14) calendar days, the McLeod Lake Indian Band may proceed with issuance of an Eviction Notice.
- 15.2 Subject to 15.1 (3) above, an Eviction Notice will be served to the tenant. The written notice will allow the tenant one (1) month to vacate the living unit. If the tenant does not vacate by the expiration date, necessary action will be taken to have the tenant and contents removed.
- 15.3 Any written notices regarding a default in rent or evictions will be filed within the respective tenants housing file for future references.
- 15.4 All arrears will be sent to a Collection Agency for action.

16.0 MAINTENANCE RESERVE

- 16.1 All maintenance fees, which are included on the rental agreement, shall be pooled to conduct all maintenance items throughout the term of each rental agreement held in place within the McLeod Lake Indian Band.
- 16.2 Items included are for maintenance of appliances.
- 16.3 The housing officer shall have full detail of warranty coverage for all items within each rental unit for future reference.
- 16.4 No item will be repaired prior to written authorization from the Housing Officer.

17.0 MAINTENANCE

- 17.1 The maintenance of all rental units will be the responsibility of the Housing Department. The day to day upkeep, however, such as the replacement of furnace filters, light bulbs, sink plugs, and stove elements, etc., shall be the responsibility of the tenant.
- 17.2 The tenant will be responsible for all outdoor maintenance, lawns, and fences. In this respect, tenants will not allow their lots to become the repository for refuse, non-functional motor vehicles or other offensive materials. The tenant shall be responsible for all costs incurred in this cleanup.
- 17.3 Any damages to homes caused by negligence will be the responsibility of the tenant.
- 17.4 Each dwelling will be required to have an enclosed garbage stand.
- 17.5 Furnaces, chimneys, and vents shall be cleaned and serviced by a contractor once each year for all Band Rental units.
- 17.6 Tenants are responsible for maintaining a clean and healthy environment in and around the premises. Tenants should report any defects to/in the water, heating or electrical systems in any part of the unit.
- 17.7 All queries, requests for service or maintenance, damage reports and complaints shall be made in writing to the Housing Officer.
- 17.8 The tenants may not contact the suppliers otherwise they will be responsible for any materials/services ordered.

18.0 RENOVATIONS AND MAJOR REPAIRS

- 18.1 The McLeod Lake Indian Band is not responsible for damages caused by the negligence of the tenant. All such costs will be billed directly to the tenant of the damaged home.
- 18.2 All major repairs/renovations will be inspected by a certified CMHC inspector, with the Tenant and the Housing Officer present. All inspection reports will include need assessments, an estimate of costs, and shall be forwarded to the Housing Officer for approval.
- 18.3 Funds for major repairs will not be granted when it is determined by the Inspector that the cost of repairs will meet or exceed the cost of building a new home of comparable size.
- 18.4 A detailed list of proposed work, will be discussed with the Band and the tenant,

prior to authorization.

- 18.5 No work will be performed that is over and above 18.4 unless those additional works are paid by the tenant.

Note: Where it is applicable, inspectors will be required to inspect completed work. (ie: Health and Safety Standards)

- 18.6 In major renovations, the applicant may only occupy the home after the final inspection is completed and passed.
- 18.7 All housing inspections will be attended by the tenant or his/her designate.
- 18.8 The landlord will be responsible for all major repairs and any construction faults. The maintenance person/contractor will immediately undertake such work, if the condition poses a threat to the health and safety of the occupants.
- 18.9 Repairs and maintenance must meet appropriate building and trade standards. Construction work must meet National Building Codes standards. Prior to the commencement of work, it must be ensured that the Contractor is qualified to undertake the necessary repairs. All renovations must stay with the house when the tenant vacates the premises.

19.0 REPOSSESSION OF HOUSING UNITS

- 19.1 The McLeod Lake Indian Band may at any time repossess a house or dwelling unit for the following reasons:
- a) Where the tenant fails to pay rent and an acceptable repayment plan as not been set in place and followed.
 - b) Where the tenant has caused damage to the property through neglect or abuse.
 - c) The tenant has abandoned the unit.
- 19.2 Any units that become vacant for any reason will be reallocated by the Housing Committee.
- 19.3 If the tenant moves out or abandons the home, leaving the unit unoccupied, the Housing Officer will attempt to contact the tenant and ascertain his/her plan of action. If no response is received after one (1) month, the unit will be reallocated.
- 19.4 A unit will be considered abandoned if:
- a) The unit has been vacant for more than 30 days, without prior written notice to the Housing Officer and with no prior arrangements of rental payments being received.
 - b) The resident has declared a written intention to abandon the unit

and has hence vacated the unit.

- c) The resident has established permanent residential status elsewhere.

19.5 If a tenant is absent from the rental unit for more than (30) days, the Housing Officer is to take the appropriate action to remediate the situation.

Note: The Housing Department will not be responsible for possessions on the premises.

20.0 PROVISIONS FOR SUBLEASING

20.1 Subject to the foregoing sections, houses may be subleased with two (2) weeks prior notification to the Housing Officer.

20.2 The sub-lessor must abide by the rental agreement.

21.0 PURCHASE OF DWELLINGS FOR RELOCATION ON NON RESERVE PROPERTY

21.1 No sales of housing units in which the Band has a financial interest may take place without the consent of the McLeod Lake Indian Band Administration and Band Council.

21.2 Any houses that are to be sold for the purpose of residency will first be inspected by a qualified CMHC inspector.

21.3 All houses receiving Band funds must remain within the McLeod Lake Indian Reserve(s).

21.4 All houses that have been condemned will be dismantled.

21.5 No house may be sold or purchased until all liens against the house have been cleared.

22.0 (PRE-1997) SOCIAL HOUSING REQUIREMENTS

22.1 The rent charged for Social Housing dwellings are subject to the CMHC rent-to-income calculation. Exception to this are: elders who receive a unit rent-free. The band will pick up the costs associated with the elders unit.

22.2 The rent will be determined once per year and will not be adjusted during the year for income increases. Rent reductions during the year will, however, be permitted where the tenant supplies documented evidence that his/her income has decreased.

22.3 The tenant will provide the Housing Officer with satisfactory evidence of her/her income, upon entering into an agreement, and annually thereafter, at least 3

months prior to the expiry of the term of the agreement or the anniversary date of the agreement.

- 22.4 On the basis of the evidence provided annually, the Housing Officer may increase the rent to the maximum market rent applicable for the housing upon 30 days notice to the tenant.

If, prior to the 30-day notice period described, the tenant produces the documents required, the rent will be adjusted according to the CMHC rent-to-income calculations, as amended from time to time.

- 22.5 The tenant will immediately notify the Housing Officer of the particulars of any change in occupancy, including, the names, ages, and income of the new occupants and their relationship to the tenant, as well as satisfactory evidence of the incomes of the new occupants.

23.0 WILLED TRANSFER OWNERSHIP

- 23.1 The Housing Program will honor the wishes stated within a will assuming the inheritor is a band member. Should the will state the bequest to a non-member the unit will convert back to the Band Council.
- 23.2 If a person inherits a house as a bequest from a will, that person will assume the same rights of ownership as applied to the new tenant of the house, and will be required to sign a new rental agreement.
- 23.3 If the house is willed to an under age Band Member, Band Council will act as trustee for that minor child until the child reaches the age of majority.

24.0 EQUITY

- 24.1 The tenant of a mortgaged unit, will have the right to receive equity in which the tenant had put into the unit upon releasing title of their home. However, the tenant shall not be eligible to receive equity upon receiving an eviction notice due to arrears, nor will the tenant receive credit for funds put forth by the Band on behalf of the tenant.
- 24.2 The process of receiving equity will be as follows:
- a) An appraisal shall be given by a qualified appraiser on the unit, to find the value of the home;
 - b) Value of the home, less the remaining mortgaged and Band funds, will be the sum of the equity entitled to be received by the tenant.

25.0 CERTIFICATE OF POSSESSION

- 25.1 Once final payment of a mortgaged unit has been received, the tenant will have the right to purchase the home for a \$1.00 from the band.
- 25.2 Any mortgage Agreement(s), created under this policy will be distinguished as a

contractual agreement only, and will not include title of any Band Land in which it resides.

25.3 Band Council within the McLeod Lake Indian Band will issue no Certificate of Possession's.

26.0 APPEAL PROCESS

26.1 Appeals may be made in writing to The Housing Committee within thirty (30), days following written notification of a decision made by the Housing Department.

27.0 EMERGENCIES

27.1 In the event that the McLeod Lake Indian Band housing committee is absent, the committee business shall be brought forth for Chief and Councils decision. Chief and Council shall report forthwith to the McLeod Lake Indian Band housing committee with their decisions.