



**McLeod Lake Indian Band
On Reserve
Rental Housing Program Policy**

Draft August 20, 2018

**McLeod Lake Indian Band
On Reserve Rental Housing Program Policy**

Effective Date:

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SECTION I - BACKGROUND, DEFINITIONS, POLICY ADMINISTRATION

1.0 Mission Statement

The McLeod Lake Indian Band recognizes the need in providing suitable, quality and affordable housing to its membership, on reserve. This is to provide members with a positive community and a healthy environment.

2.0 Background and Purpose of the Policy

The purpose of the rental housing program is to provide band members with accommodation that meets health, safety and positive property standards. This Housing Policy shall guide the delivery and administration of on reserve rental housing to ensure housing is made available to band members in a fair and equitable manner.

The rental housing program provides accommodation in single detached family homes, duplex and multi-unit dwellings.

The band member occupies the unit as a Tenant and pays rent to help cover the ongoing operating costs of the house and village services such as water, garbage removal, and snow plowing. McLeod Lake Indian Band provides a subsidy from own source revenues to cover a portion of housing costs.

The Rental Housing Policy applies to all existing and future rental units located within McLeod Lake Indian Band lands. The Policy shall be interpreted consistently with all McLeod Lake Indian Band laws, policies and regulations, including the lands Policy. The Policy is to be used together with the Rental Tenancy Agreement and other related Agreements, where applicable.

Chief and Council have reviewed the administration of housing services and have approved this Housing Policy to guide the delivery and administration of rental housing services.

3.0 Rental Housing Program Policy Objectives

The goals of the Rental Housing Program Policy are to:

- a) Address the need and demand for housing by allocating rental housing in a fair and equitable manner as confirmed within the Policy; and

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- b) Protect and extend the life of rental housing through maintenance, repair, inspection and insurance policies; and
- c) Share the responsibility for rental housing between McLeod Lake Indian Band and the Tenant.

4.0 Definitions

Abandon means leaving a rental unit for a period greater than one (1) month, without notice or a written Agreement between the Tenant and the Landlord.

Applicant means any person who submits an application to McLeod Lake Indian Band pursuant to McLeod Lake Indian Band's Rental Housing Policy and program.

Arrears in this context mean housing rental debt owed to the Band on which no regular payments are being made or no written agreement has been made for payment of the debt.

Authority Having Jurisdiction (AHJ) The organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, installations, or procedures. The Authority Having Jurisdiction shall be a federal, provincial, local, or other regional department or an individual such as a plumbing official, mechanical official, labor department official, health department official, building official, or others having statutory authority. In the absence of a statutory authority, the Authority Having Jurisdiction may be some other responsible party. This definition shall include the Authority Having Jurisdiction's duly authorized representative.

Band means the *McLeod Lake Indian Band*.

Band owned unit is a house without mortgage, fully owned by the Band. This excludes Certificate Possession units and those units currently guaranteed by CMHC and financed by other means.

Band rental unit means a dwelling owned or controlled by McLeod Lake Indian Band that is intended for use as a rental unit.

Band Council Resolution or **BCR** means a written resolution of Chief and Council adopted at a duly convened meeting of Chief and Council.

Band Member means a person whose name appears on, or is entitled to have their name included in the McLeod Lake Indian Band Membership List via the Registrar.

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Band Members in Common means those members (and their descendants) who chose to sign the Treaty 8 Adhesion and Settlement Agreement and have their interests held in common.

Band Members in Severalty means those members (and their descendants) who chose not to sign the Treaty 8 Adhesion and Settlement Agreement and instead exercised their right to receive compensation and lands outside of MLIB reserves.

Breach means a Tenant has not honored their obligations as included within the terms of the Rental Tenancy Agreement or other applicable rules, by-laws or regulations of McLeod Lake Indian Band.

Certificate of Possession means documentary evidence of a *McLeod Lake Indian Band* Member's lawful possession of Reserve lands within the McLeod lake Indian Bands' reserve lands pursuant to the Indian Act.

Chief and Council or Council means all members of Council duly elected by the members of McLeod Lake Indian Band who collectively govern all matters of the community.

CMHC means Canada Mortgage and Housing Corporation with whom the Band may mortgage newly built houses.

Collection Agency means a firm that collects unpaid bills.

Committee means the MLIB Housing Committee as appointed by Council.

Community means McLeod Lake Indian Band.

Delegate means a person authorized to act as representative for another.

Disabled means any person who requires modifications to their living environment in order to eliminate physical barriers, imminent safety risks and to improve the ability to meet the demands of daily living within the home.

Due diligence means to take reasonable care to confirm all of the facts and investigate all relevant aspects of an action before moving forward (e.g. eviction).

Elder means any McLeod Lake Indian Band member who is sixty (60) years of age or older.

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Family means a minimum of two (2) persons who are related by blood or marriage, including 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.

Grandfathered In means a provision in which an old rule continues to apply to some existing situations while a new rule will apply to all future cases. Those exempt from the new rule are said to have “grandfather rights or acquired rights”. Frequently, the exemption is limited; it may extend for a set time, or it may be lost under certain circumstances. In this circumstance, rights under the old rule will cease to exist should that Tenant move out of, abandon or fail to abide by the Rental Tenancy Agreement, Housing Policy, Land Management Act, Land Code or any laws governing funding or allocation of funding.

Housing Committee means an advisory body that supports housing activities as delegated by Chief and Council as defined under committee.

Housing Coordinator means the individual responsible for the delivery and administration of housing programs and services.

Housing Department means McLeod Lake Indian Band Public Works and Housing Department.

Housing Policy means the *McLeod Lake Housing Policy* which 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.

Housing Unit or **Unit(s)** means a house, duplex, multi-unit complex or other form of residential accommodation located on McLeod Lake Indian Band lands and/or owned by the McLeod Lake Indian Band.

Immediate Family means a spouse (married or common-law), parent, child, brother and/or sister.

Individual Owned Unit means any dwelling on reserve in which an individual Band Member owns or has a mortgage on their own.

Land Management Department means persons hired by the McLeod Lake Indian Band as staff to carry out the duties of required positions to deal with issues relating to management of McLeod Lake Indian bands lands including reserve lands, fee simple properties and all future lands within McLeod Lake Indian Band’s traditional territory.

Land Code (*McLeod Lake Indian Band Land Code*) has been in effect since November 02th, 2002. The McLeod lake Indian Band is considered an operational First Nation under the *First Nations Land Management Act* and has management authority and law-making powers over

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its reserve lands and fee simple lands. All act, laws, by-laws and policies pertaining to McLeod Lake Indian Bands interests within its reserve lands are born of this code.

Landlord means the McLeod Lake Indian Band as represented by the Housing Department.

Maintenance means repair, renovation, upgrading of rental units owned or mortgaged by the McLeod Lake Indian Band.

Maintenance Reserve means funds kept in trust for the repair and maintenance of Band owned, CMHC and other mortgaged housing. Funds are contributed from rental payments.

Minimum Revenue Contribution represents the minimum revenue contribution which will be used by CMHC for the purpose of calculating the Assistance and which must be funded on an annual basis through the collection of occupancy charges, other Band funds, or a combination of both.

Mortgage Agreement means a written Agreement between the Band and any lending agency who holds the mortgage for a Band rental unit until it is paid in full.

Policy means the most recently amended McLeod Lake Indian Band Rental Housing Policy.

Rental Tenancy Agreement means an Agreement entered into between McLeod Lake Indian Band and a Tenant respecting the tenancy of a rental unit and includes any renewal of such an Agreement.

Replacement Reserve means the fund that is used to cover the cost of replacing capital items for units to ensure the units are kept at an acceptable standard of repair.

Reserve is specified by the Indian Act as a "tract of land, the legal title to which is vested in Her Majesty, that has been set apart by Her Majesty for the use and benefit of a band.

Robert's Rules of Order is a commonly used guide to conduct meetings.

Services are including, but not limited to:

Refuse removal, Septic or Sanitary services, potable water, snow plowing, fire wood delivery, street lights, recreation areas including playgrounds, ball field, docks, public space maintenance, fire protection and services, medical services by way of emergency medical responders and bylaw enforcement

Social Housing means any dwelling on reserve receiving a mortgage interest subsidy from Canada Mortgage Housing Corporation (CMHC). Social Housing is only to be used by Band Members and their families.

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Sublet means to lease or rent all or part of a leased or rented property. A subtenant is someone who has the right to use and occupy rental property leased by a Tenant from a landlord. A subtenant has responsibilities to both the landlord and the Tenant.

Tenant means a person who occupies, with permission and a signed Rental Tenancy Agreement, a rental unit owned by McLeod Lake Indian Band.

Working days includes the days between and including Monday to Friday and excludes weekends and public holidays.

Words used in the singular within this Policy shall include the plural and vice versa.

5.0 Policy Administration

- 5.1 This Policy applies to:
- All existing and future rental housing units located within McLeod Lake Indian Band Reserves; and
 - All individuals who have made or will make an application for rental housing within McLeod Lake Indian Band lands; and
 - All individuals currently occupying a rental unit.
- 5.2 The Housing Department is responsible for the day-to-day administration and enforcement of all housing programs and services.

6.0 Amendments to the Housing Policy

- 6.1 The Housing Coordinator shall present proposed Policy amendments to the Housing Committee. Amendments recommended by the Housing Committee shall be posted in the community newsletter and, shall be posted at the administration office for 30 days to allow for community input.
- 6.2 After 30 days, the proposed amendments shall be presented to Chief and Council for consideration along with any documented community input. Amendments approved by Council shall be recorded in the Council meeting minutes and shall take effect on the date of approval. The decision of Council shall be final.
- 6.3 The Housing Department shall note the amendment on a Policy amendment list in the format noted in Policy item 6.9. The Policy amendment list shall precede the table of

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contents within the Policy. Amendments are numbered consecutively on the Policy amendment list by date of approval by Council until a new issue of the Policy is released which contains all amendments recorded.

- 6.4 The Policy, including the amendments, shall be available to members at the Housing Department office. Where the Policy amendment relates to a rent increase, the Housing Department shall notify Tenants in writing a minimum of 60 days prior to the effective date of the rent increase.
- 6.5 Once every three years, the Housing Policy including all amendments issued during the previous three years shall be presented at a general meeting. Any Policy amendments recommended during the meeting shall be presented to Council. The Policy and any amendments, as approved by Council, shall be supported by a Band Council Resolution (BCR) and shall take effect on the date of issue of the BCR.
- 6.6 Council may direct the Housing Committee to review certain issues for consideration and/or recommendation for amendment to the Housing Policy.
- 6.7 The Housing Policy is approved by Band Council Resolution
- 6.8 Policy Amendment List

| Amendment Number | Approval Date | Description |
|-------------------------|----------------------|--------------------|
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SECTION II - ROLES AND RESPONSIBILITIES, APPEALS

7.0 Roles and Responsibilities

7.1 Members

As members of McLeod Lake Indian Band each person is encouraged to contribute their views on existing and future housing programs and services. Members are encouraged to support implementation and enforcement of the Rental Housing Policy.

7.2 Chief and Council

Chief and Council are responsible for community standards, the constitution and bylaws, resolutions, policies and procedures, division of power and, laws of general application. The key responsibilities of Chief and Council with respect to housing are to:

- a) Approve budgets related to the delivery and administration of housing programs and services;
- b) Ensure housing programs and services are provided;
- c) Approve housing policies and related regulations;
- d) Promote Tenant responsibility and accountability with respect to the rental housing program;
- e) Support Housing Policy enforcement.

7.3 Housing Committee

7.3.1 The Housing Committee is an advisory body that supports housing activities as mandated by Chief and Council.

7.3.2 The Housing Committee shall consist of six (6) members selected by Chief and Council. The Housing Committee shall be comprised of:

- a) Band Councillor who holds the Housing Portfolio (who has no voting power);
- b) Two members representing off reserve members;
- c) One Elder;
- d) One member representing youth;
- e) Two members representing on reserve members;
- f) Housing Coordinator and staff of Housing Department and Band As needed

7.3.3 **Housing Committee members shall:**

- a) Be 19 years of age or older;
- b) Be a registered member in common of McLeod Lake Indian Band; and

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- c) Have no arrears on accounts with McLeod Lake Indian Band.
- d) Will be appointed by the Chief and Council for a period of three years staggered term.
- e) Be willing to commit to the Committee to a minimum of meetings as described below
- f) A Housing Committee Member who misses three regularly scheduled meetings in a row without proper notice will have been deemed to have abandoned their committee seat, unless reasonably excused.
- g) The Housing Committee meetings are to be chaired by the members of the MLIB Housing Committee.
- h) Decisions of the MLIB Housing Committee require a quorum of three (3) committee members.
- i) Honorarium is paid to Committee members for each meeting they attend. Compensation will be at the rate of \$75 for a meeting less than three hours, \$150 for a full day meeting. If Committee members are Employees of MLIB, they must provide in writing acceptance of wages in lieu of Honorarium, or vice versa. A committee member must attend a minimum of eighty percent (80%) of the meeting based on length of meeting in order to be eligible for Honoraria.
- j) All recommendations and decisions are recorded in the minutes; and are available to membership once approved.
- k) An official minute taker will be appointed to take minutes at each meeting. The minute taker will be compensated at the rate of two honoraria payments per meeting. The minute taker will be paid after draft minutes are submitted and accepted by the Committee. In the alternative, the minutes may be done by the Housing Department staff.
- l) Draft minutes must be distributed to committee members and the Housing Coordinator no later than two weeks after the meeting.
- m) The MLIB Housing Committee will meet on a monthly basis or at the discretion of the Department Coordinator/Manager or their delegate as required.

7.3.4 The Duties of the Housing Committee shall be:

- a) Review all applications for rental housing; and recommend.
- b) Make recommendations for Policy amendments for approval by Council;
- c) The Housing Committee shall not be involved in the day-to-day delivery or administration of housing programs and services.
- d) Provide information, interpretation and recommendations related to housing policies;
- e) To review and advise any disputes arising from the application of the Band's Housing Policy;

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- f) To issue recommendations, notices, decisions, and orders to assist in further development of the Housing Policy.
- g) To provide a forum for liaison and consultation between members and the Band Council;
- h) The members of the Housing Committee will abide by McLeod Lake Indian Band's Conflict of Interest Policy.
- i) The members of the Housing Committee will be subject to the McLeod Lake Indian Band Confidentiality Agreement, which Committee members must sign within the first month as a Committee member.
- j) If a Housing Committee member is elected to Council, that member must step down from the Housing Committee and a replacement Committee member will be appointed.
- k) All Housing Committee meetings will follow "Robert's Rules of Order".

7.3.5 The MLIB Housing Committee may invite officials from McLeod Lake Indian Band or other professionals to assist the Committee.

7.4 The Housing Department

The key responsibilities of the Housing Department are to:

- a) Deliver and administer the rental housing program by applying and enforcing the Policy;
- b) Maintain a written record of housing activities for each rental unit (e.g. Tenant information, record of repairs, maintenance);
- c) Maintain and manage rental payment and related housing accounts, issue notices and maintain contact with the Tenant on overdue accounts;
- d) Document and respond to Tenant's queries, requests for services according to the Housing Policy The Housing Coordinator will ensure the department staff responds to all written receipt of applications and letters in regards to housing within a ten working day period;
- e) Review applications for rental housing to ensure completeness, and eligibility and referred to the Housing Committee for allocation;
- f) Carry out or oversee repairs and maintenance that are the responsibility of McLeod Lake Indian Band in a cost-effective manner;
- g) Monitor the effectiveness of housing policies and programs;
- h) Prepare annual and other reports including but not limited to monthly reports to the Housing Committee and Chief and Council;
- i) Provide information and counselling for Tenants who require assistance in understanding and assuming their housing responsibilities.

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7.5 The Housing Coordinator

- a) Shall document and respond to all Tenant queries, requests for services and complaints following the Housing Policy, Rental Tenancy and Mortgage Agreements and any other such documents as are applicable.
- b) Is an official of the MLIB Housing Committee with no voting power and is there only as representative of the Housing Department for facilitating meetings, information or guidance.
- c) Will advise the department Manager or Band Manager on all recommendations made by the Band Housing Committee for further implementation by the Housing Program.
- d) Will ensure the department staff responds to all written receipt of applications and letters in regards to housing within a ten working day period.
- e) Will act as a liaison between the Membership, the Tenants, the Housing Committee, and Band Administration.
- f) Will provide no less than on a quarterly basis, updates to the Housing Committee. The Department Manager will report monthly to the Band Manager and/or Council on current projects and issues regarding housing as required and/or requested.
- g) Will ensure the department keeps a file on each housing unit including a record of all Tenants, related Agreements, inspections, appliance purchases, repairs, renovations, rental income, insurance coverage and any other documentation in relation to that unit.

7.6 Tenant

The key responsibilities of the Tenant are to:

- a) Sign a Rental Tenancy Agreement and meet the conditions of the Agreement;
- b) Make monthly rent payments in full and on time
- c) If a Tenant is not able to make a rent payment on time, the Tenant must contact the Housing Department immediately to work out an acceptable method of payment
- d) Immediately report to the Housing Department, any accident, break or defect in water, heating or electrical systems and report other repairs that are required;
- e) Ensure the fire safety equipment within the unit (e.g. smoke and carbon monoxide detector and fire extinguisher where applicable) is operational or to report to the Housing Department within 24 hours when the equipment is defective;
- f) Is responsible for the safe operation of a wood stove or wood furnace, such as the removal of ashes. If a Tenant is concerned regarding the safety of their stove, they

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must stop using it immediately and contact the Housing Department as soon as conveniently possible;

- g) Maintain the home in good repair including reasonable health, cleanliness and sanitary standards;
- h) Perform outdoor property maintenance including lawn care, mowing the lawn, snow removal and maintain fencing;
- i) Keep clear all exits or entrances (including crawl space access, basement doors, porch access) of debris, snow or other
- j) Keep the rental unit and property free from refuse and debris including, but not limited to, non-functioning motor vehicles and flammable or environmentally hazardous substances as indicated by the Housing Department;
- k) Responsible for all costs to repair damage to the unit caused by the Tenant or their guests;
- l) Ensure that all standard utilities (heat, electricity and hot water) are operational at all times. The Tenant will be responsible for all utility charges;
- m) Inform the Housing Department of any change to personal and emergency contact information;
- n) Inform the Housing Department of planned absences from the unit;
- o) Not interfere with or unreasonably disturb a neighbouring Tenant and not jeopardize the health or safety or lawful right of a neighbouring Tenant, a neighbouring occupant or McLeod Lake Indian Band.
- p) All Tenants who work for McLeod Lake Indian Band and its business entities must agree to have their monthly rent deducted from their payroll.
- q) In the event the number of persons occupying a rental unit changes for a period of over thirty (30) days changes, the Housing Department is to be notified immediately.
- r) If the authorized Tenants are subsidized by the Band or any other agency, and additional persons are occupying that rental unit in accordance with section 18, then a new Rental Tenancy Agreement will be required within thirty (30) days. Examples are but not limited to;
 - Elders with adult children capable of working.
 - Social Assistance clients with adult roommates or spouses.
 - Exceptions could be made if the adult was a full-time caregiver or requiring assistance themselves, on a case by case basis at the discretion of the Housing Committee.

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8.0 Appeals

8.1 Eligibility to Make an Appeal

An appeal of a housing decision may be made by an individual who is either an eligible applicant as described within this Policy or by an individual who currently occupies a McLeod Lake Indian Band rental housing unit.

8.2 Grounds for an Appeal

An Applicant/Tenant may appeal a decision made under this Housing Policy where the appeal falls under one or more of the following categories:

- a) The Policy was not applied which impacted the outcome of the decision being appealed;
- b) There was a lack of procedural fairness which impacted the decision being appealed (i.e. any procedural error, improper investigation, or discrimination); and,
- c) New information has come to light rendering the original decision unreasonable in light of the new information presented;

8.3 Submitting an Appeal

8.3.1 An applicant/Tenant who wishes to appeal a decision made under this Housing Policy shall submit their appeal in writing to the Housing Department within five (5) working days of having been advised of the decision which they are appealing. The notice of appeal form is available from the Housing Department.

8.3.2 The Housing Department shall acknowledge receipt of the appeal to the applicant/Tenant in writing to the address provided in the notice within five (5) working days of receipt of the appeal and shall confirm to the Applicant/Tenant the date of the appeal review.

8.3.3 The Housing Coordinator shall notify the Housing Committee that an appeal has been submitted. The notice shall confirm the date the appeal was received and a description of the decision being appealed.

8.3.4 The applicant/Tenant may at any time during the appeal process bring another person with them, who may or may not be involved in the appeal, to discuss their appeal but shall do so at their own expense.

8.4 Level 1 Review by the Housing Coordinator

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- 8.4.1 The Housing Coordinator shall review the appeal form submitted by the applicant/Tenant to ensure that the form is complete and provides the required information.
- 8.4.2 The Housing Coordinator shall contact the applicant/Tenant within the same 5 working days of receipt of the appeal to discuss and attempt to resolve the issue. A record of all written correspondence, telephone calls and meetings shall be maintained on the applicant/Tenant file.
- 8.4.3 **Considering the Appeal** - In considering the appeal the Housing Coordinator shall decide whether the decision being appealed was made according to the Housing Policy, without bias or favouritism and without error in interpretation. The Housing Coordinator shall confirm whether:
 - a) The decision being appealed has been revised in favour of the applicant/Tenant; or
 - b) The Housing Policy was followed and there are no reasonable grounds for an appeal.
- 8.4.4 **Action to be Taken Following the Appeal**
 - 8.4.4.1 The Housing Coordinator shall provide written confirmation to the applicant/Tenant to confirm the decision regarding the appeal within five (5) working days of the appeal decision.
 - 8.4.4.2 Where the Housing Coordinator has confirmed that the decision being appealed has been revised in favour of the applicant/Tenant and where the appeal is based on the grounds that the Policy is unreasonable, the Housing Coordinator shall recommend to the Housing Committee that an amendment be made to the Housing Policy in the matter of the decision being appealed.
 - 8.4.4.3 Where the Housing Coordinator has confirmed that the Housing Policy was followed and the applicant/Tenant has no grounds for an appeal, the applicant/Tenant shall be advised and no further action shall be taken on the matter of the appeal.

8.5 Level 2 Review by the Band Manager

- 8.5.1 Where an appeal is denied after the Level 1 review, the applicant/Tenant has the right to appeal to the Band Manager.
- 8.5.2 **Resubmitting the Appeal** - The applicant/Tenant shall re-submit their

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appeal within five (5) working days of being provided a decision on their Level 1 appeal and the processes noted in 7.3 of this Policy shall apply. A record of all written correspondence, telephone calls and meetings shall be maintained on the applicant/Tenant file.

- 8.5.3 **Notification to the Band Manager of the Appeal** – The Housing Coordinator shall notify the Band Manager and set a date for a meeting to hear the appeal within five (5) working days of receiving the appeal. The Housing Coordinator shall provide the appeal documentation to the Band Manager and shall confirm the related housing policies and the processes that were followed regarding the decision that is being appealed. The Housing Coordinator shall notify the Housing Committee and Council that an appeal has been submitted to the Band Manager. The notice shall confirm the date the appeal was received and a description of the decision being appealed.
- 8.5.4 **Review of the Appeal** - Within five (5) working days of receipt of the appeal the Band Manager shall review the appeal and the findings from the Level 1 review
- 8.5.5 **Meeting with the Applicant/Tenant** - Within this same five day period, the Band Manager shall arrange with the applicant/Tenant a date to meet to discuss the appeal and shall offer two opportunities for the meeting. The applicant/Tenant shall be advised that failure to participate in the meeting shall result in the appeal being denied, except where failure to participate is a result of a family emergency or other extenuating circumstances as approved by the Housing Committee. The Band Manager shall meet with the applicant/Tenant to discuss the appeal and work with them to resolve the appeal. The applicant/Tenant may bring another person with them to represent their case but shall do so at their own expense.
- 8.5.6 **Considering the Appeal** - In considering the appeal the Band Manager shall decide whether the decision being appealed was made according to the Housing Policy, without bias or favoritism and without error in interpretation of the Housing Policy or community bylaws. The Housing Committee shall confirm whether:

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- a) The decision being appealed has been revised in favour of the applicant/Tenant; or
- b) The Housing Policy was followed and there are no reasonable grounds for an appeal.

8.5.7 **Action to be Taken Following the Appeal Decision** - The following action shall be taken by the Housing Coordinator on receipt of confirmation of the appeal decision by the Band Manager:

- 8.5.7.1 The Housing Coordinator shall provide written confirmation to the applicant/Tenant to confirm the Band Managers' decision regarding the appeal within five (5) working days of the appeal meeting.
- 8.5.7.2 The Housing Coordinator shall notify the Housing Committee and Council the results of the Level 2 appeal.
- 8.5.7.3 Where an appeal has been granted, the Housing coordinator may make an amendment to the Housing Policy in accordance to the decision of the appeal
- 8.5.7.4 Where the Band Manager has confirmed that the Housing Policy was followed and the applicant/Tenant has no grounds for an appeal, no further action shall be taken. The decision of the Band Manager shall be final and no other appeal shall be heard.

SECTION III – ELIGIBILITY CRITERIA, APPLICATION PROCESS, NEEDS ASSESSMENT, UNIT ALLOCATION

9.0 Eligibility Criteria

In order to be eligible for rental housing an applicant will meet the following criteria:

- a) An applicant will be a registered member of McLeod Lake Indian Band according to the McLeod Lake Indian Band Membership List; and
- b) Must be a member in common; and
- c) An applicant will be 19 years of age or older; and
- d) An applicant will complete an application for rental housing; and
- e) An applicant will meet the family size required for the available unit (i.e. a single person will not be considered for a three-bedroom home); and
- f) An applicant will confirm responsible use of credit (i.e. bill payments and credit card payments have been made on time and as required) with a current, written credit report from a registered credit reporting agency (e.g. Equifax, TransUnion) obtained and paid for by the applicant; and
- g) An applicant shall confirm their ability to manage the financial responsibilities of a rental unit by providing written verification of income (Canada Revenue Agency assessment) and confirmation of debts and monthly expenses to confirm their ability to afford the financial responsibilities associated with the rental unit; and
- h) An applicant with rental arrears and/or outstanding accounts to McLeod Lake Indian Band is not eligible until the arrears/outstanding accounts are paid in full and or which a repayment Agreement has to have been in place for a minimum period of six months, in order to be eligible to rent, as confirmed in writing by the McLeod Lake Indian Band Finance Department.
- i) Must sign an authorization to deduct monthly housing rent payments and/or arrears from employment income from the Band or its entities and/or from distribution(s) provided by the Band at any given time

10.0 Application Process

10.1 Submitting an Application

- 10.1.1 An application for rental housing will be accepted year-round.
- 10.1.2 A completed application must be submitted in a sealed envelope addressed to the Housing Coordinator, McLeod Lake Indian Band Hall. The application is to be submitted by mail, by courier, or by hand. An application submitted by hand will be presented to the McLeod Lake Indian Band office.

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10.1.3 All applications will be kept on file for one year. Band members are required to re-apply on an annual basis from the date of application. This requirement must be put into the letter of receipt of their application. It is the responsibility of applicants that their application is kept current by notification to the Housing Coordinator of any changes.

10.2 Completing an Application

As part of completing the application, an applicant will:

10.2.1 Provide proof of band membership.

10.2.2 Provide two letters of reference as follows:

- a) One letter of reference from their most recent landlord of minimum of two years, that confirms compliance with the Rental Tenancy Agreement (e.g. no Rental Tenancy Agreement violations where notice to correct or vacate was issued) for a consecutive 12-month period. Where a formal Rental Tenancy Agreement is not in place the applicant can supply a reference with which the Housing Coordinator can confirm the applicant's ability to effectively manage the financial and physical responsibilities of occupying a unit. An applicant with a history of non-compliance will not be eligible.
- b) Character reference from a reliable source (i.e. an employer).

10.3 Affordability Analysis

As part of the application process, the applicant shall be required to meet with the Housing Coordinator to complete an affordability analysis in order to confirm their ability to manage the monthly rental payments and other housing charges.

10.4 Receipt and Review of an Application

10.4.1 An application will be received at the McLeod Lake Indian Band office and will be dated, time stamped and initialed by reception on the date of receipt. The application will be passed to the Housing Department.

10.4.2 Within ten (10) working days of receipt of the application, the Housing Department will review the application to:

- a) Confirm the application is complete and includes all of the required information; and
- b) Confirm eligibility according to the Housing Policy; and
- c) Contact the applicant to seek clarification/comment on eligibility.

10.4.3 The Housing Department will keep a written record of the application review and the reasons for acceptance or rejection based on eligibility and completeness of the application.

10.4.4 All applications will be kept on file for one year. Band members are required to re-apply on an annual basis from the date of application. This requirement must be put into the letter of receipt of their application. It

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is the responsibility of applicants that their application is kept current by notification to the Housing Coordinator of any changes

10.4.5 The Housing Department will maintain the application in a secure location with access only by authorized representatives of the band.

10.5 Incomplete or Ineligible Application

The Housing Department may hold the incomplete application until the required information is provided by the applicant. An incomplete application held by the Housing Department shall be considered inactive until such time as the applicant provides the missing information.

10.6 Application Renewal

An eligible application is retained on file and considered for a rental unit when it becomes available for 12 months from the date the application was received. An applicant is responsible to complete and submit a new application prior to the end of the 12 months period.

10.7 Disposal of Applications

Approved applications will be kept in a secure location for a minimum of 1 year(s). Where the decision is made to dispose of outdated applications, the Housing Department will arrange to dispose of such applications in a secure manner (e.g. shredding).

11.0 Needs Assessment – Priority for Rental Housing

The Housing Coordinator shall complete a needs assessment for each eligible application to determine priority for rental housing. Priority is determined based on consideration of family size, current living conditions and other conditions as established by McLeod Lake Indian Band. The results of the assessment shall be considered for each application within the group of applicants for the available unit(s).

12.0 Allocation of a Rental Unit

12.1 Tenant Selection

12.1.1 The Housing Coordinator shall schedule a meeting with the Housing Committee to select a Tenant(s) for the available unit. The Housing Coordinator shall provide the applicant information and supporting housing needs assessment to the Housing Committee who shall review the information and confirm Tenant selection.

12.1.2 If, in the opinion of the Housing Committee, the priority rating and all

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other eligibility criteria are confirmed to be equal the application with the earliest date shall be selected.

- 12.1.3 Should a Band Member decline or is unable to meet the housing eligibility criteria for any reasons, the allocation will automatically revert back to the Housing Committee for reallocation, unless an alternate Tenant is selected by the Housing Committee then the Housing Coordinator will proceed to work with the alternate.

12.2 Allocation of a Unit

- 12.2.1 After the Housing Committee has confirmed Tenant selection, the Housing Department shall contact the applicant by phone using the contact information provided in the application within five (5) working days of being allocated a unit.
- 12.2.2 The applicant shall have five (5) working days to confirm acceptance of the unit allocation and to make arrangements for an in-person meeting with the Housing Department to sign the required documentation prior to occupancy. Failure by the applicant to confirm acceptance within 5 days shall result in the application being cancelled and the unit being offered to another eligible applicant.

Consideration in the allocation of housing within the McLeod Lake Indian

- 12.2.3 Band rental housing shall be based on the following criteria, provided the housing is suitable:
- Disabled and/or Elder
 - Single Parent with child(children)
 - Two-Parent families with children
 - Married/Common-law couple
 - Single Member
- 12.2.4 Upon separation, divorce or death; non-band members occupying a home will be given six (6) months' notice that the rental Agreement will be terminated, unless this non-band member is responsible for any children who are members of the McLeod Lake Indian Band. They will be able to continue to reside in the unit until the children are of the age of majority at which time the unit will be offered to the child/children if they meet the eligibility criteria or revert back to the Housing Department.

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Proof of custody must be provided, whether it is court-ordered or a mutually arranged written Agreement signed off by both parties. Consideration must be taken in regards to the Band's Matrimonial Bylaw that is in effect.

- 12.2.5 In the event of a death of a Tenant where there is no spouse or dependent is living in the rental unit, the extended family of the Tenant will have up to ninety (90) days to remove the goods and personal effects of the deceased Tenant before the rental unit reverts back the Band for re-allocation.

SECTION IV – NEW CONSTRUCTION: UNIT LOCATION, UNIT TYPE, CONTRACTS AND CONSTRUCTION MANAGEMENT

13.0 Unit Location – New Construction

- a. The unit will be located in an area within McLeod Lake Indian Band lands, designated for residential use within the authorized Physical Development Plan and or Community development Plan and approved by the McLeod Lake Indian Band Land Management Board.
- b. McLeod lake Indian Band will not build housing on Certificate of Possession (CP) lands.
- c. Selection of any lot, outside the serviced areas, will not be granted by the Land Management Board 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 dwelling and enters into a contract with the Band in relations to the costs associated with that specific construction. The Land Management Board and the Public Works and Housing Department must agree in writing of the proposed lot. All applicable applications must be made with The Land Management Board and the Public Works and Housing Department prior to granting these lots and permissions.
- d. All Band Housing will be constructed only on lands owned by the Band or reserves designated for residential use within the authorized Physical Development Plan (PDP) and/or Comprehensive Community Development Plan (CCDP) and approved by the McLeod Lake Band Land Management Board. No Band funded or Band secured housing will be built on Certificate of Possession (CP) lands or lots

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14.0 Unit Type

The Housing Department will confirm the unit type and house plans for construction of homes. The applicant will not have any input into unit type or finishes.

15.0 Contracts and Construction Management

- 15.1 The Housing Department is responsible for contract and construction management in accordance with McLeod Lake Indian Band policies.
- 15.2 All Band housing will be constructed under the direction of the Housing Coordinator and project manager.
- 15.3 Prior to construction:
- All necessary financing must be in place;
 - Budgets and payment schedules shall be verified by way of a contract;
 - Time lines and schedules shall be listed within the contract.
- 15.4 Construction standards will be in accordance with the National Building Code (NBC) and the British Columbia Building Code (BCBC) {latest editions}; CSA Standard A-277 for manufactured homes; Band Council by-laws specifying building or other standards; any other by laws codes and regulation applicable to the project. Special consideration for the highest standard or best practices will be the mitigating factor of all decisions. All renovation and new construction (that would be subject to a building permit if constructed off reserve) will be subject to the current National Building Code and British Columbia Building Code standards.
- 15.5 McLeod Lake Indian Band through the Land Management Board or the Housing Department, may enhance requirements for buildings constructed on McLeod Lake Indian Band reserves
- 15.6 Approval by the Land Management Board is required for all land use.
The Housing Coordinator will prepare an application with a site sketch to include location of house, location of road and driveway, electrical hook-up, and water and sewer connections.
- 15.7 Health Canada and the First Nations Health Authority shall approve in writing the installation of septic systems, septic tanks, pump systems, drainage fields and lagoons.
- 15.8 A newly constructed unit may not be occupied until McLeod Lake Indian Band receives a copy of the completion/occupancy certificate issued by the building inspector

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confirming that the house is completed according to the requirements set out by McLeod Lake Indian Band or by the authority having jurisdiction.

- 15.9 Inspections shall be carried out by an authorized and certified inspector or by the agency having jurisdiction. All aspects of the construction of the house must be formally inspected by qualified and certified inspector(s) as to the structural, insulation, electrical, plumbing, septic, water, and heating before final payment is made.

15.10 Consultation with Tenants

For those dwellings targeting specific members, consultation should be undertaken:

- a. All Tenants must have met the Eligibility, Application and Housing Allocation processes as above. The member in common would not have to be living on any MLIB reserves prior to the allocation but must have had an application in place the house allocation suitable to their specific needs.
- b. A Specification sheet will be completed by the Housing Coordinator and potential Tenant and will include but not be limited to the following:
 - o A set of house plans acceptable to the Band including the Land Management Department, the Housing Departments and the Tenant not exceeding the acceptable maximum size of 1200 sq. ft., which must be signed off by all parties holding interest;

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

- o The Housing Policy, or mortgage Agreements and any additional Tenant responsibilities;
 - o The site location;
 - o Determination of interior and exterior colors, finishing and such other cosmetic appearances as may be appropriate;
 - o Determination of landscaping, fencing, wood sheds, and other permanent outside structures.
- c. The cost of any change orders associated with new construction must be approved by the Housing Coordinator and is the responsibility of the Tenant. A condition of approval of change orders requires the Tenant to sign a written Agreement acknowledging that any such permanent improvements are owned by the Band in perpetuity and related costs will not be reimbursed at any time to the Tenant. Except, in the case where the mortgage has been paid out and improvements, if paid for by the Tenant, are considered equity as explained in the Policy regarding home ownership.

SECTION V – RENTAL TENANCY AGREEMENT, RESPONSIBILITIES PRIOR TO OCCUPANCY, SECURITY DEPOSIT, AUTHORIZED OCCUPANTS, TENANT COUNSELLING

16.0 Rental Tenancy Agreement

16.1 Administration of the Rental Tenancy Agreement

- 16.1.1 The Rental Tenancy Agreement (the Agreement) is administered according to the terms outlined in the Agreement, this Housing Policy and the applicable McLeod Lake Indian Band laws and regulations. The Agreement confirms the obligations, rights and responsibilities of the Tenant and McLeod Lake Indian Band.
- 16.1.2 Where there are two applicants within the household both shall sign the Agreement and the rights and obligations of the Agreement shall be applicable to both.

16.2 Signing of the Agreement

- 16.2.1 Prior to occupancy the Housing Department shall complete an in-person meeting with the Tenant to explain all aspects of the rental housing program and the Agreement. The Housing Department shall review the responsibilities of the Housing Department, all rules imposed on the Tenant, charges payable by the Tenant and, consequences for breach of the Agreement and/or the Housing Policy. A record of this meeting shall be made and signed by both the Housing Department and the Tenant; a copy shall be provided to the Tenant and the original retained on the Tenant file.
- 16.2.2 Two copies of the Agreement shall be signed and each page initialled by both the Housing Department and the Tenant prior to the Tenant taking occupancy of the unit. The Housing Department shall provide to the Tenant:
 - a) A copy of the Agreement; and
 - b) A copy of the rental program Tenant handbook; and
 - c) A copy of any by-laws, McLeod Lake Indian Band rules and regulations that relate to the unit (e.g. pet bylaws).

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16.3 Conditions of Signing the Agreement

As a condition of signing the Agreement, the Tenant shall provide to the Housing Department payment of the security deposit and the first month's rent and shall provide written confirmation that a hydro account has been established in their name, and provide the account number.

16.4 All housing must have a valid Rental Tenancy Agreement in place prior to the Tenant moving in. Should a Rental Tenancy Agreement not be signed nor renewed annually the Housing Department will proceed with the eviction process as outlined in Section 32 of this Policy. If a valid Rental Tenancy Agreement is not in place, the Tenant will be asked to vacate the rental unit and will not be allowed to move in until this is done.

16.5 Renewal of the Agreement

The Rental Tenancy Agreement must be renewed annually by the 15th day of April of each year. A reminder notice of renewal will be mailed out by the Housing Staff one month prior

16.6 Terminating the Agreement

16.6.1 The Tenant may terminate the Agreement by giving a thirty (30) day notice (notice of one tenancy month) in writing to McLeod Lake Indian Band before the first day of the thirty-day notice period. The Policy related to *Termination of Tenancy by the Tenant* shall apply.

16.6.2 McLeod Lake Indian Band may terminate the Agreement where the Tenant has committed a breach of the Rental Tenancy Agreement by giving the Tenant a 10-day written notice. The Policy related to *Eviction and Recovery of Costs* shall apply.

17.0 Responsibilities Prior to Occupancy

17.1 Housing Department Responsibilities

Prior to occupancy the Housing Department is responsible to:

- a) All newly constructed houses must have an Occupancy Permit completed before being available for rent.
- b) Ensure that the unit is in move-in condition (in a clean condition without outstanding repairs or maintenance); and
- c) Complete a move-in inspection with the Tenant; and
- d) Meet with the Tenant to:

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- Review and sign the Rental Tenancy Agreement and provide the Tenant with a copy of the Agreement; and
- Review roles and responsibilities of the Housing Department and the Tenant including the requirements for monthly rent payments (e.g. collection Policy, consequences for non-payment) and confirm options for Tenant counselling and support; and
- Provide a copy of the Tenant handbook and any by-laws, McLeod Lake Indian Band rules and regulations that relate to the unit.

A record of this meeting shall be made and retained on the Tenant file.

- e) For a Tenant in receipt of social assistance benefits, confirm the process to have the shelter allowance transferred to cover the monthly rent payment.

17.2 Tenant Responsibilities

Prior to occupancy the Tenant is responsible to:

- a) Sign the Rental Tenancy Agreement; and
- b) Pay the security deposit and first month's rent; and
- c) Establish a hydro account in their name and provide the Housing Department with the account number; and
- d) Complete a move-in inspection with the Housing Department; and
- e) Meet with the Housing Department to review roles and responsibilities; and
- f) Where a Tenant is in receipt of McLeod Lake Indian Band social assistance benefits, confirm that the required forms have been submitted to transfer the shelter allowance to cover the rent payment.

During occupancy the Tenant is responsible to;

- a) to pay the rent on or before the 1st day of each month according to the terms of the Rental Tenancy Agreement signed between the Band and the Tenant, unless the rent is being automatically deducted through payroll or income assistance or another method agreed upon by both parties. Unless an Agreement has been made between the Tenant and the Housing Department Coordinator.
- b) Rental payments will include all costs of carrying the respective rental unit, including the mortgage, insurance, maintenance and community service costs.

NOTE: The Band does not provide Contents Insurance. Tenants may obtain personal content insurance through the Band's insurance company or their own insurance agent.

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- c) If a Tenant is not able to make a rent payment on time, the Tenant must contact the Housing Department immediately to explain their (Tenants) financial situation and to work out an acceptable method of payment that is agreeable by the Housing Coordinator and the Tenant.
- d) Tenants have a responsibility to pay the rent when it is due and the Housing Coordinator has an obligation to follow the Policy directives for defaulting in rent payments.
- e) The Tenant will be responsible for all utility charges.
- f) The Tenant is responsible for the safe operation of a wood stove or wood furnace, such as the removal of ashes. If a Tenant is concerned regarding the safety of their stove, they must stop using it immediately and contact the Housing Department as soon as conveniently possible.
- g) All Tenants who work for McLeod Lake Indian Band and its business entities must agree to have their monthly rent deducted from their payroll.
- h) In the event the number of person's occupying a rental unit changes for a period of over thirty (30) days changes, the Housing Department is to be notified immediately.
- i) If the authorized Tenants are subsidized by the Band or any other agency, and additional persons are occupying that rental unit, then a new Rental Tenancy Agreement will be required within thirty (30) days. Examples are but not limited to:
 - Elders with adult children of capable of working.
 - Social Assistance clients with adult roommates or spouses. Exceptions could be made if the adult was a full-time caregiver or requiring assistance themselves, on a case by case basis at the discretion of the Housing Committee.

18.0 Security Deposit

18.1 The Tenant shall provide McLeod Lake Indian Band with a security deposit as security against possible debt or damage beyond normal wear and tear (damage that inevitably occurs as a result of normal wear or aging) that may be caused during the tenancy. The

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amount of the security deposit shall be posted in the Housing Department.

- 18.2 The security deposit is to be paid by the Tenant to the Housing Department when the Rental Tenancy Agreement is signed.
- 18.3 On termination of the Rental Tenancy Agreement the security deposit less any costs incurred by McLeod Lake Indian Band related to costs to repair Tenant damage shall be reimbursed by McLeod Lake Indian Band to the Tenant by cheque within 15 days of termination of the Agreement.

19.0 Authorized Occupants and Guests

19.1 Authorized Occupants

- 19.1.1 Only occupants listed in the Rental Tenancy Agreement signed by the Tenant and the Housing Department are authorized to occupy the unit.
- 19.1.2 The Tenant shall provide verification of household composition (number of persons occupying the rental unit) when requested to do so by the Housing Department.
- 19.1.3 Where the Tenant wishes to have an additional occupant, who is not listed in the Agreement live permanently in the unit they shall make a written request to the Housing Department. The request shall provide detail on the additional person including age and gender. Submission of such a request does not guarantee approval.
- 19.1.4 Where the Tenant fails to request approval from the Housing Department to allow an additional occupant, or, where the Housing Department has denied the request and the Tenant permits an unauthorized occupant to remain in the unit, this shall be a breach of the Rental Tenancy Agreement.

19.2 Guests

- 19.2.1 A Tenant shall be permitted to allow a guest (a person who is not listed in the Rental Tenancy Agreement) to occupy the unit on a temporary basis of a period not to exceed 30 consecutive days.
- 19.2.2 Where the Tenant wishes for the guest to remain longer than 30 consecutive days, the Tenant shall submit a written request to the Housing Department requesting approval to do so. The following shall apply:
 - a) Where the Housing Department approves the request, the additional

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period of temporary occupancy by the guest shall be confirmed in writing by the Housing Department and this period shall not be exceeded. The Tenant shall be responsible for the conduct of their guest which must be in accordance with the terms of the Agreement and this Housing Policy; and/or

- b) Where the Housing Department denies the request, they shall notify the Tenant in writing.

20.0 Tenant Counselling

- 20.1 The Tenant may request a meeting with the Housing Department at any time to discuss the roles and responsibilities of McLeod Lake Indian Band and the Tenant, to review the Agreement and the Housing Policy, and/or to review housing issues or concerns.
- 20.2 The Housing Department shall arrange a meeting with the Tenant annually or on an as-needed basis to discuss the roles and responsibilities of McLeod Lake Indian Band and the Tenant, and/or to review housing issues or concerns. The Housing Department shall provide a 10(ten) day advance written notice to the Tenant requesting a meeting at a mutually agreeable date, time and location and confirming the reason for the meeting. The Housing Department shall maintain a written record of all Tenant counselling (phone calls, emails, correspondence, home visits) including date of contact and a description of discussion topics.

SECTION VI – RENTAL RATE, PAYMENTS, COLLECTION PROCESS, REPAYMENT AGREEMENT

21.0 Rental Rate

21.1 Rental Rate – McLeod Lake Indian Band Member

McLeod Lake Indian Band subsidizes the monthly rent for members of McLeod Lake Indian Band. A Tenant that is a McLeod Lake Indian Band member shall pay monthly rent at a rate determined by Council in consideration of unit operating costs (i.e. loan repayment/recovery of construction costs, insurance, maintenance and repairs, services and other costs associated with operating the unit). The rental rate shall be posted in the Housing Department.

21.2 Rental Rate – Non-Member Tenant in an Economic Development Project

Where a non-McLeod Lake Indian Band member rents a unit constructed by McLeod Lake Indian Band as an economic development project, the rental rate shall be based on unit operating costs. The rental rate shall be posted in the Housing Department.

21.3 Rent Increases

- 21.3.1 There shall be no rent increase during the first year of a Rental Tenancy Agreement.
- 21.3.2 After the first year of a Rental Tenancy Agreement, rent increases are limited to only one time per year.
- 21.3.3 The Housing Department shall give the Tenant written notice of a rent increase at least sixty (60) days prior to the effective date of the increase.

22.0 Rent Payment and Other Housing Charges

22.1 Due Date of Rent Payment

Rent payments are due to be made by the Tenant to McLeod Lake Indian Band on or before the first day of each month.

22.2 Methods of Rent Payment

- 22.2.1 **Cash, Personal Cheque, Money Order**

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Rent payments can be made by cash, personal cheque, money order or bank draft. Cash payments are to be made to the McLeod Lake Indian Band finance department. Rent payments made by money order or personal cheque are to be made payable to McLeod Lake Indian Band. If a payment is made by personal cheque and is returned by the bank as non-sufficient funds (NSF) two times, cheques shall no longer be an acceptable method of payment for that Tenant. Where McLeod Lake Indian Band is charged a fee for the NSF cheque, the amount of that fee shall be charged to the Tenant's account so that McLeod Lake Indian Band recovers this cost. A receipt shall be issued for all transactions.

22.2.2 Payroll Deduction

Where a Tenant is an employee of McLeod Lake Indian Band, either full-time, part-time, contract and/or seasonal, the Tenant may enter into a payroll deduction Agreement with McLeod Lake Indian Band to have their rent payment deducted from their pay. Monies deducted from payroll on behalf of a Tenant for rent are detailed on each payroll direct deposit slip and shall be posted to the Tenant's account.

22.2.3 Social Assistance

Where a Tenant is eligible to receive social assistance through McLeod Lake Indian Band the Tenant is responsible to complete the necessary forms and obtain approval through the McLeod Lake Indian Band social development department. The Tenant is responsible to submit rent payment information to social development on a month-to-month basis or as required.

22.3 Annual Statement of Rent Payments

McLeod Lake Indian Band finance department shall, on an annual basis, provide the Tenant with a written statement of account confirming rent payments received and/or payable for the previous calendar year.

23.0 Rent Arrears and Collection

23.1 Account in Arrears

Where the Tenant does not pay the rent due on the first day of the month or, only a partial payment is made, the rent shall be considered in arrears unless the rent

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payment is being made by payroll deduction (i.e. paid bi-weekly) or paid through social development.

23.2 Financial Counselling

The Housing Department is available to meet with a Tenant, at any time, to offer financial counselling as relates to the rent payment/financial obligations on their account.

23.3 **Collection Process – Notices on Account in Arrears**

23.3.1 **First Notice** - A first notice shall be sent to the Tenant by the 5th working day of the first month that the payment is missed or if a partial payment is received (i.e. for a payment due on Thursday March 1, a first notice shall be sent Wednesday, March 7). The following shall apply:

23.3.1.1 The notice shall:

- a) Remind the Tenant that the account is in arrears and that they must pay the rent arrears in full or meet with the Housing Department and enter into a written Agreement to repay the arrears over a mutually agreed upon amount of time; and
- b) Confirm that if the Tenant enters into a repayment Agreement, a minimum of 15% of the account arrears must be paid by the Tenant when the Agreement is entered into. In such cases, the Policy related to *Repayment Agreement* shall apply; and
- c) Confirm the consequences of failing to pay the arrears or enter into a repayment Agreement.

23.3.1.2 In an effort to resolve the arrears, the Housing Department shall also make every effort to contact the Tenant by telephone or in person at least once within the first week after the first notice is mailed.

23.3.2 **Second Notice** – If, on the 15th working day of the first month the account is still in arrears and the Tenant has not entered into a repayment Agreement, a second notice shall be sent to the Tenant with the same information as contained in the first notice (i.e. for a payment

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due on Thursday March 1, the second notice shall be sent on Wednesday, March 21). The following shall apply:

23.3.2.1 The notice shall:

- a) Confirm the Tenant has ten (10) working days to pay the arrears in full or to meet with the Housing Department and enter into a written repayment Agreement (i.e. the notice would be issued on March 21st and the notice will confirm that the Tenant will have until end of day on April 4th to correct the breach if the notice was hand-delivered/posted on the unit);
- d) Confirm that when the Tenant enters into a repayment Agreement, a minimum of 15% of the account arrears must be paid by the Tenant when the Agreement is entered into. In such cases, the Policy related to *Repayment Agreement* shall apply;
- b) Confirm that failing to repay the arrears in full/enter into a repayment Agreement shall result in McLeod Lake Indian Band issuing a notice to terminate tenancy (eviction) at the end of the 10-day period as a result of the breach of the Agreement.

23.3.2.2 The Housing Department shall make every effort to contact the Tenant by telephone and/or in person at least once after the second notice is mailed in an effort to resolve the arrears. Where the Tenant meets with the Housing Department, the Housing Department shall identify options available to the Tenant to resolve the arrears.

23.3.3 **Request to Issue Termination of Tenancy/Eviction Notice** – If, after the 10 (ten) day period has expired, the Tenant has neither paid the arrears in full nor entered into a repayment Agreement, the Housing Coordinator shall request approval of the termination of tenancy /eviction notice by the Band Manager. As part of the request the Housing Coordinator shall demonstrate that the Housing Policy was applied and due diligence was conducted. The Housing Coordinator shall have evidence of written notices and documented efforts to meet with the Tenant and counsel them on the consequences of failing to resolve the breach of the Rental Tenancy Agreement according to the terms of this

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Rental Housing Policy and the Rental Tenancy Agreement. Where the Band Manager has confirmed that termination of tenancy/eviction is warranted, the Housing Coordinator shall request approval from a quorum of the Housing Committee to proceed with termination of the Rental Tenancy Agreement (eviction). The Housing Coordinator shall notify Council that this action is being taken. The request to terminate tenancy shall be the action of last resort.

23.3.4 The Policy related to *Eviction and Recovery of Costs* shall apply.

24.0 Repayment Agreement

- 24.1 The Housing Department shall establish a Repayment Agreement that does not create a financial hardship for the Tenant but is a reasonable contribution towards the amount owing not exceeding 30% of monthly income due on the first day of each month.
- 24.2 The Repayment Agreement shall include the amount of each payment installment and the date the payment is due. Where such an Agreement is entered into the Tenant shall pay a minimum of 15% of the account arrears by cash, money order or certified cheque on the date the Agreement is entered into.
- 24.3 The Repayment Agreement shall be signed by the Tenant and the Housing Department. The Tenant shall be provided with one copy of the signed Agreement and the original shall be kept on the Tenant file.
- 24.4 If the Tenant fails to honour the Repayment Agreement, the Housing Department shall start the collection process for rental arrears at the second notice stage.

SECTION VII – TERMINATION OF TENANCY, EVICTION

25.0 Termination of Tenancy by the Tenant

- 25.1 The Tenant may terminate tenancy (terminate the Rental Tenancy Agreement) by giving the Housing Department 30 calendar days written notice (one full tenancy month) before the date they shall terminate tenancy. For example, a notice given before March 1st shall be effective March 31st a notice given after March 1st shall be effective April 30th. Tenants are to complete a notice to vacate form.
- 25.2 A notice to terminate tenancy shall be delivered in person to the Housing Department or by registered mail. If sent by registered mail the notice shall be considered to have been given on the fifth day after the date of mailing.
- 25.3 The Tenant shall be responsible to pay in full all rent and other housing charges as required under the terms of the Rental Tenancy Agreement until the end of the calendar month that the notice is provided.

26.0 Termination of Tenancy by McLeod Lake Indian Band

- 26.1 Termination of Tenancy with Cause (Eviction)
 - 26.1.1 Termination of tenancy with cause allows McLeod Lake Indian Band to terminate tenancy where the Tenant has committed a breach of their Rental Tenancy Agreement (the Tenant has not lived up to their obligations under the terms of the Agreement) or other rules, by-laws or regulations of McLeod Lake Indian Band. Termination of tenancy shall result in the Tenant being evicted from the unit.
 - 26.1.2 McLeod Lake Indian Band may terminate tenancy for cause where the Tenant has committed a breach of the Rental Tenancy Agreement or the Housing Policy where the Tenant has:
 - a) Failed to pay the rent in full on the day it is due;
 - b) Fails to renew Rental Tenancy Agreement annually;
 - c) Failed to keep the premises in a state of good repair;
 - d) Failed to pay the cost of heating and hydro for the unit;
 - e) Interfered in any way with the reasonable enjoyment of either McLeod Lake Indian Band or another Tenant; or

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- f) Interfered in any way with another lawful right, privilege or interest of McLeod Lake Indian Band or another Tenant or a neighboring household; or
- g) Performed illegal acts or carried on illegal trade, business or occupation in the premises; or
- h) Permitted other unauthorized persons to live in the unit;
- i) Sublet or assigned the unit without expressed written permission from the Housing Coordinator; or
- j) Used the premises for non-residential purposes.
- k) Violated the Band's Land Code
- l) Been ordered, by way of a Band Council Resolution, off the reserve

26.2 Process and Notices

26.2.1 Where the breach of the Rental Tenancy Agreement relates to failure to pay the rent in full on the day it is due the Housing Department shall issue notice to the Tenant to confirm the breach of the Rental Tenancy Agreement and request correction of the breach and the following notice processes and timeframes shall be applied.

26.2.2 **First Notice** - A first notice shall be sent to the Tenant by the 5th (fifth) working day after confirmation of the breach. The following shall apply:

- a) The notice shall confirm the breach and shall include contact information and a deadline for the Tenant to contact the Housing Department to respond to and identify options to resolve the breach; and
- b) The notice shall include confirmation of the consequences of failing to resolve the breach of the Agreement (e.g. eviction); and
- c) In an effort to resolve the breach, the Housing Department shall also make every effort to contact the Tenant at least once within the second week after the first notice is mailed and/or delivered.

26.2.3 **Second Notice** – If, on the 15th (fifteenth) working day of the first month the Tenant has neither corrected the breach to the satisfaction of the Housing Department nor contacted the Housing Department to confirm how the breach shall be corrected, a second notice shall be sent to the Tenant with the same information as contained in the first notice (i.e.

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the first notice was sent on Wednesday March 7, the second notice shall be sent on Wednesday, March 21). The following shall apply:

- a) The notice shall confirm the Tenant has ten (10) working days to correct the breach to the satisfaction of the Housing Department or contact the Housing Department to confirm how the breach shall be corrected (i.e. the notice would be issued on March 21st and the notice will confirm the Tenant will have until end of day on April 4th to correct the breach if the notice was hand-delivered/posted on the unit);
- b) The notice shall confirm that failing to correct the breach or contact the Housing Department shall result in McLeod Lake Indian Band issuing a notice to terminate tenancy (eviction) as a result of the breach of the Agreement;
- c) The Housing Department shall make every effort to contact the Tenant at least once after the second notice is mailed; and
- d) Chief and Council shall be advised of an impending action.

26.2.4 **Request to Issue Termination of Tenancy/Eviction Notice** – If, after the 10 (ten) day notice period has expired, the Tenant has neither corrected the breach nor contacted the Housing Department, the Housing Coordinator shall request approval of the termination of tenancy/eviction notice by the Band. As part of the request the Housing Coordinator shall demonstrate that the Housing Policy was applied and due diligence was conducted. The Housing Coordinator shall have evidence of written notices and documented efforts to meet with the Tenant and counsel them on the consequences of failing to resolve the breach of the Rental Tenancy Agreement according to the terms of this Rental Housing Policy and the Rental Tenancy Agreement. Where the Band Manager has confirmed that termination of tenancy/eviction is warranted, the Housing Coordinator shall request approval from a quorum of the Housing Committee to proceed with termination of the Rental Tenancy Agreement (eviction). The Band Administrator shall notify Council that this action has been taken.

27.0 Eviction and Recovery of Costs

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27.1 Eviction Notice - Terminating Tenancy

- 27.1.1 Where termination of tenancy has been approved, a 30-day written notice to terminate tenancy, authorized by a quorum of the Housing Committee, shall be issued by the Housing Coordinator to the Tenant. The notice shall include:
- a) The date the notice is being sent; and
 - b) The Tenant's name(s); and
 - c) The address of the premises concerned; and
 - d) The date and time the Tenant is required to vacate the unit; and
 - e) Details of the cause for termination of the Rental Tenancy Agreement that have amounted to a breach of the Rental Tenancy Agreement.
- 27.1.2 The notice shall be issued to the Tenant by certified mail (the notice shall be considered to have been given on the fifth day after the date of mailing) and one of the following:
- a) By personal service to the Tenant at their last known address; or
 - b) By hand to an adult person living in the rental property; or
 - c) Shall be securely fastened to the front door of the property with a third-party as witness to the delivery of the notice.
- 27.1.3 Eviction action may be taken at any time during the year.

27.2 Eviction Process

- 27.2.1 The Tenant shall vacate the unit within 30 days of receipt of the notice to terminate tenancy.
- 27.2.2 If the Tenant does not vacate the unit at the required date defined in the notice to terminate tenancy, McLeod Lake Indian Band may apply to the courts to obtain an Order of Possession authorizing the Sheriff to remove the Tenant and their belongings and to serve this order on the Tenant.
- 27.2.3 Within 24 hours of the Tenant vacating the unit, the Housing Department shall arrange a move-out inspection. The Policy related to *Move-Out Inspection* shall apply
- 27.2.4 Where the Housing Department has a written record of a move-in inspection or a unit condition assessment, McLeod Lake Indian Band may charge the Tenant for any damage to the unit, beyond normal wear and tear, that can be demonstrated through comparison of move-in/unit condition assessment and move-out inspection reports. The McLeod

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Lake Indian Band is not responsible for damages caused by willful negligence of the Tenant and guests. All such costs will be billed directly to the Tenant.

- 27.2.5 Any personal property left by the vacating Tenant in the unit shall be dealt with as authorized within the order of possession (disposal or sale of abandoned goods). The Policy related to *Abandoned Personal Property* shall apply.

27.3 Recovery of Costs

- 27.3.1 Upon termination of tenancy, McLeod Lake Indian Band may apply to the courts or contract with a collection agency to recover any costs incurred as a result of enforcing the order of possession.
- 27.3.2 The Tenant shall be held responsible for rent arrears and any other expenses that McLeod Lake Indian Band has incurred as a result of the termination of tenancy.
- 27.3.3 Any written notices regarding default or eviction will be filed within the respective Tenants housing file for future references.

SECTION VIII – MOVES BETWEEN UNITS, INSURANCE, ACCESS TO THE UNIT

28.0 Moves between Units

28.1 Move at the Request of the Tenant

28.1.1 A Tenant who wishes to move to an alternate rental unit shall apply to the Housing Department as outlined within this Policy. With the exception of a Tenant that is over-housed (as defined below) the Tenant's application for an alternate rental unit shall be considered equally with all others and all eligibility criteria noted within this Policy shall apply and, the Tenant shall not be in breach of their current rental Agreement in order for their request to be considered.

28.1.2 Where an application for an alternate rental unit for an existing Tenant is approved, the existing Tenant shall sign a new Rental Tenancy Agreement and be responsible for all costs associated with the move to the alternate rental unit.

28.2 Over-Housed Household

28.2.1 Where the number of permanent occupants in the unit equals fewer persons than the number of bedrooms required according to the National Occupancy Standards definition, this means that the household is over-housed. National Occupancy Standards means the number of bedrooms a household requires based on the household size and composition. Enough bedrooms mean one bedroom for each cohabiting adult couple, one bedroom for each household member 16 years of age and over, one bedroom for 2 children of the same sex up to 16 years of age, one bedroom for 2 children of opposite sex up to 7 years of age.

28.2.2 Where the household is over-housed according to the National Occupancy Standards and where a unit that better suits the household size is available, the Housing Department may transfer the Tenant to that replacement unit.

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- 28.2.3 Transfer of the Tenant shall be confirmed with a minimum of 60 (sixty) days written notice to the transferring Tenant and the Housing Department shall complete a home visit with the Tenant to confirm the details and timing of the transfer/relocation which shall include:
- a) Where the transfer/relocation is at the request of the Housing Department, the Housing Department shall pay relocation costs of the contents of the home (excluding any equipment or recreational vehicles) to a maximum amount of \$1,000.00; and
 - b) The Tenant shall sign a new Agreement for the replacement unit.

29.0 Insurance

- 29.1 McLeod Lake Indian Band shall provide building insurance (protection against damage to the unit by fire and other perils). McLeod Lake Indian Band shall be designated as the beneficiary under any such insurance Policy and any insurance proceeds with regards to such policies shall be directed to McLeod Lake Indian Band.
- 29.2 The Tenant is responsible for obtaining and paying the cost of insurance to cover personal belongings. McLeod Lake Indian Band is not responsible for the contents/personal belongings of the Tenant.

30.0 Access to the Unit

- 30.1 The Tenant shall permit a representative of the Housing Department to enter the unit at all reasonable times to examine the condition of the unit.
- 30.2 The Housing Department shall not enter the unit unless
- a) An emergency exists; or
 - b) The Tenant consents at the time of entry; or
 - c) The Tenant gives consent, not more than one month before the time of entry, to enter for a specific purpose; or
 - d) The Housing Department has given written notice of entry for a reasonable purpose not less than 24 hours before the time of entry;
 - e) The Housing Department is showing the unit to prospective Tenants after the Tenant has provided a notice of termination of tenancy; or
 - f) The Housing Department has reasonable grounds to believe that a Tenant has abandoned the unit.

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- 30.3 Except in cases of emergency, the Housing Department shall enter the unit only between the hours of 8:00 a.m. and 9:00 p.m.
- 30.4 In cases of emergency, the Housing Department representative entering the unit shall be accompanied wherever possible by a witness (i.e. member of McLeod Lake Indian Band administration, emergency responder). The Tenant shall be notified in writing of such an emergency entry and the reason(s) for such entry.

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SECTION IX – MAINTENANCE AND REPAIRS, RENOVATIONS, AND INSPECTIONS

31.0 Maintenance and Repairs

31.1 Tenant Responsibilities

- 31.1.1 The Tenant is responsible for the day-to-day upkeep of the unit including ordinary health and cleanliness and sanitary standards of the unit and premises. The replacement of light bulbs, sink plugs, oven cleaning and carpet cleaning, replacement of furnace filters etc., shall be the responsibility of the Tenant
- 31.1.2 Where the unit is a duplex or a single detached home the Tenant shall be responsible for exterior care (i.e. maintain the lawn and shrubbery, snow removal). Some assistance with exterior care may be provided to eligible Elders through other McLeod Lake Indian Band departments.
- 31.1.3 The Tenant is responsible to keep the unit and property free from garbage and debris or other materials which may be a health or safety issue, including derelict vehicles or other equipment. The Tenant will be responsible for all outdoor maintenance, lawns and fences. 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 the cleanup of such items.
- 31.1.4 The Tenant is responsible to keep all the fire safety equipment within the unit operational (e.g. smoke and carbon monoxide detector and fire extinguisher where applicable) or to report to the Housing Department immediately (within 24 hours) when the equipment is not operational.
- 31.1.5 The Tenant is responsible to immediately report to the Housing Department emergency repairs including any accident, break or defect in interior plumbing, heating or electrical systems, or in any part of the home and its' equipment in general.
- 31.1.6 Where a Tenant is requesting maintenance or repairs the Tenant shall contact the Housing Department in writing to notify the Housing Department of the nature of the maintenance or repairs being requested.
- 31.1.7 The Tenant shall not make any permanent alterations to the unit without prior written approval from the Housing Department. Any permanent

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- alterations, additions or improvements made by the Tenant are subject to removal at the cost of the Tenant and the Tenant shall be responsible to return the unit to the same condition as it was when the Tenant took tenancy. The Tenant shall not alter or cause to change the locking system on any unit entry door.
- 31.1.8 With the exception of repairs of an emergency nature or to respond to health and safety issues, or repairs required to address Tenant health (as supported by the health department), repairs shall be made only for a Tenant whose account is not in arrears.
- 31.1.9 The Housing Department shall not accept responsibility for nor is it obligated to reimburse the Tenant for any maintenance or repairs that are undertaken by the Tenant without prior written authorization from the Housing Department. The Tenant may not contact the contractors or suppliers directly, otherwise the Tenant will be responsible for the cost of any materials/services provided as a result.
- 31.1.10 Tenants must contact the Housing Coordinator immediately if their electricity is being disconnected by BC Hydro. If there is resultant damage, the Tenants will be responsible for the cost(s).
- 31.2 McLeod Lake Indian Band Responsibilities
- 31.2.1 McLeod Lake Indian Band, through the Housing Department, is responsible to maintain the unit and property to meet health, safety and housing standards.
- 31.2.2 The Housing Department shall ensure installation of carbon monoxide and smoke alarms in a unit.
- 31.2.3 The Housing Coordinator shall keep full details of warranty coverage for all items within each rental unit for future reference.
- 31.2.4 The maintenance of all rental units will be the responsibility of the Housing Department. This includes the flushing of water tanks, cleaning of chimneys, replacement furnace or stove brick, replacement of stove elements, etc.
- 31.2.5 The Housing Department will provide each unit with an enclosed garbage stand and woodshed. These will be maintained as necessary.
- 31.2.6 Furnaces and chimneys shall be serviced once each year – furnace and drier ducts will be cleaned at least once every three years by the McLeod lake Indian Band.

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31.2.7 The Housing Department is responsible to carry out or oversee maintenance and repairs to the unit including the building structure and systems, heating, electrical and interior plumbing.

31.3 Emergency Repairs

31.3.1 An emergency repair is defined as:

- a) Any accident, break or defect in interior plumbing, heating or electrical system, or safety feature in any part of the unit; and
- b) Any item that presents a hazard to the immediate health or safety of the Tenant; and
- c) Any item required to prevent the loss of an essential service.

31.3.2 The Housing Department shall make every reasonable effort to respond to emergency repairs within 24 hours of receiving notice from the Tenant.

31.3.3 The Housing Department shall arrange for an inspection to confirm the eligibility and nature of the emergency repair and arrange for the work to be completed.

31.3.4 Where emergency repairs are confirmed by an inspection to be a result of willful damage or neglect, the Housing Department shall complete the repairs and shall demand payment of the repair costs from the Tenant.

31.4 Completing Maintenance and Repairs

31.4.1 All requests for maintenance and repairs are subject to budget availability.

31.4.2 Where a Tenant is requesting maintenance and repairs the Tenant shall submit a written request to the Housing Department (a Maintenance Repair Request form is available from the Housing Department). The Housing Department shall review each request to determine:

- a) The scope of the maintenance or repair item(s); and
- b) Whether an inspection is required to confirm the eligibility of the work being requested and the materials required; and
- c) Whether the repairs are within the capabilities of the Housing Department or if the work is to be contracted out to other qualified contractors (e.g. electrical, mechanical and plumbing systems).

31.4.3 The Housing Department shall prioritize all requests in order, as follows:
a) Emergency repairs related to health and safety.

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- b) Repairs for a unit occupied by an Elder.
 - c) Non-emergency minor repairs or maintenance to be dealt with in the order in which they are received.
 - 31.4.4 The Housing Department shall review the unit condition assessment checklist which is to be completed at move-in to confirm whether the repairs are required as a result of normal wear and tear and the Policy related to *Tenant Damage* shall apply.
 - 31.4.5 All maintenance and repairs work overseen or carried out by the Housing Department shall meet or exceed the requirements of the applicable building code, McLeod Lake Indian Band by-laws specifying building or other standards, and any other by-laws, codes and regulations applicable to the project
 - 31.4.6 The Housing Department shall keep a record of all maintenance and repairs carried out on a unit including the reason for the maintenance/repairs, the date of the repair work and costs.
 - 31.4.7 All maintenance and repairs shall be inspected before payment is issued.
- 31.5 Maintenance Reserve/Replacement Reserve
 - A maintenance reserve/replacement reserve fund shall be maintained by the Band for replacement of capital items, services, facilities or equipment of the unit. Capital items may include:
 - 31.5.1 Major Building Components
 - Roof replacement; and
 - Exterior wall finishes having generally accepted definite useful life expectancy including exterior painting; and
 - Exterior doors and windows; and
 - Foundation; and Building Envelope
 - 31.5.2 Major Building Services
 - a) Heating systems including forced air furnaces, radiant heat components, solid fuel burning systems, chimneys and related components; and
 - b) Domestic hot water tanks, septic tanks, and pressure tanks; and
 - c) Potable water wells, pumps and related components.
 - d) Basic Facilities
 - e) Kitchen facilities such as stoves and refrigerators, sink and faucet installations, counter tops and cabinets; and

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- f) Bathroom facilities such as toilets, sinks and fixtures, vanities, tubs and fixtures.
 - 31.5.3 Other Major Facilities, Equipment and Features
 - a) Interior floor coverings; and
 - b) Mechanical laundry equipment such as washers and dryers where such equipment was included at commitment.
 - 31.5.4 Where the Housing Department confirms that a capital item on an original component is to be replaced, and where there are sufficient funds within the replacement reserve, the Housing Department shall replace the capital item with a mid-grade component that meets the requirements of the British Columbia Building Code and, for the Section 95 units, as set out in the CMHC Operating Agreement.
 - 31.5.5 Items that that are still operational or have not met their generally accepted useful life expectancy due to improper or negligent care shall not be considered for replacement with replacement reserve funds.
 - 31.5.6 Funding for major repairs or repairs as noted above will not be provided where the Housing Department has confirmed through an inspection that the cost of repairs are equal to or will exceed the cost of building a new unit of comparable size/standards.
 - 31.5.7 All maintenance fees, which are included on the Rental Tenancy Agreement, shall be saved to conduct all maintenance items throughout the term of each Rental Tenancy Agreement held in place within the McLeod Lake Indian Band.
 - 31.5.8 Funds collected on CMHC mortgaged houses will be placed in a replacement reserve account for exclusive use on CMHC units; Funds collected on other houses will be placed in a maintenance reserve account for non-CMHC units;
- 31.6 Maintenance and Repair Contracts
- Where maintenance or repair work is considered to be beyond the capabilities of the Housing Department (e.g. electrical, mechanical and plumbing systems) the contract for the work shall be entered into in accordance with McLeod Lake Indian Band procurement policies.
- 31.6.1 All major repairs/renovations will be inspected by a Housing Inspector, with the Tenant and the Housing Coordinator present. All inspection reports will include pictures, needs assessments, an estimate of costs to repair and shall be

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forwarded to the Housing Coordinator for review prior to commencement of renovation.

31.6.2 No work will be performed that is over and above Section 16.2 unless these additional works are paid for by the Tenant.

31.6.3 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 dwelling of comparable size.

31.6.3 For major repairs, the Tenant may be required to move out during renovations. The Housing Department may provide alternate housing.

31.6.4 For minor repairs, the tenant may be required to vacate during the renovations. When the Tenant will be residing in the house during renovations, the Tenant will be required to sign a liability release with McLeod Lake Indian Band. Schedule VI. *Note: Where applicable, inspectors will be required to inspect completed work (i.e. Health and Safety Standards).*

31.6.6 In major renovations, the applicant will return to occupy the home after the final inspection is completed and Occupancy Permit issued.

31.6.7 All housing inspections may be attended by the Tenant or their designate.

31.6.8 The Landlord will coordinate all major repairs.

31.6.9 If the condition of the unit poses a threat to the health and safety of the occupants, then the Tenants may be required to vacate the unit.

31.6.10 Repairs and maintenance must meet appropriate building and trade standards. Construction work must meet National, British Columbia, and local Building Codes Standards. Prior to the commencement of work, it must be ensured that the Contractor is qualified to undertake the necessary repairs and have appropriate liability insurance.

31.6.11 All renovations become the property of the Band and must stay with the

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dwelling when the Tenant vacates the premises. For example, new cupboards, patio doors, wall to wall carpet, or new bathtubs cannot be removed.

31.6.12 If the Tenant wishes to enhance their unit, they must discuss improvements with the Housing Coordinator and arrive at an Agreement regarding the disposal of items at the end of tenancy. Exceptions may include removal of Tenant purchased items, such as dishwashers, deluxe ranges and refrigerators, curtains, lighting fixtures, etc. provided the unit is restored to its original condition. Tenants are responsible to maintain their own equipment. Satellite dishes should be left with the unit as most Satellite companies will provide the Tenant with a new dish when they move.

31.7 Alterations

The Tenant may not make an alteration that affects any mechanical component or the structural integrity of the rental unit. A Tenant may make a minor alteration to the unit (i.e. interior/exterior painting, caulking, weather stripping) only after receiving written approval from the Housing Department to do so.

31.7.1 Where the Tenant carries out the work without receiving prior approval from the Housing Department or, where the request has been denied, or where the work fails to meet the applicable building code or McLeod Lake Indian Band standards, any such work is subject to removal at the cost of the Tenant and the Tenant shall be responsible to return the unit/property to the same condition as it was when the Tenant took occupancy. Where the Tenant does not remove the alteration, addition or improvement, such items are owned by McLeod Lake Indian Band without compensation to the Tenant.

31.8 Condemned Houses

- a) All houses deemed condemned by a qualified inspector will be dismantled.
- b) Any revenue from the removal or dismantlement of condemned houses will revert to the Housing Department.

32.0 Inspections

32.1 Inspection Reports

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All inspection reports shall include:

- a) The general condition of the unit and property; and
- b) The date of the inspection; and
- c) Photographs of the unit and property on the date of the inspection; and
- d) Signature of the inspector and the Tenant (where applicable).

32.2 Annual Unit Condition Assessment

32.2.1 The Housing Department shall arrange for an annual assessment/inspection of the unit.

32.2.2 A unit condition assessment checklist shall be prepared to record the condition of the unit and property, to determine the need for any repairs, and to determine any willful damage or neglect.

32.2.3 The Housing Department shall send a notice to the Tenant one week in advance of the planned inspection to confirm the date, time and purpose of the visit. 24 hours before the visit, the Housing Department shall contact the Tenant to remind them of the planned visit. The Housing Department shall offer the Tenant 2 (two) opportunities for the inspection. The Housing Department shall remind the Tenant of the need to be present during the inspection and that failing to participate may result in the Tenant losing the right to dispute charges for repairs required as a result of willful damage or neglect. Where the Tenant does not participate in the inspection, the Housing Department shall arrange to have a third party participate in the inspection and sign-off on the inspection report.

32.2.4 A copy of the unit condition assessment checklist shall be placed in the Tenant's file.

32.3 Move-In Inspection

32.3.1 A move-in inspection shall be completed jointly by the Housing Department and the Tenant prior to occupancy. The purpose of the move-in inspection is:

- a) To confirm the condition of the unit at move-in.
- b) For the Housing Department to review operational aspects of the unit (e.g. heating system) with the Tenant; and
- c) For the Tenant to obtain clarification on any issues or concerns regarding the unit.

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- 32.3.2 The Housing Department shall offer the Tenant 2 opportunities for the inspection to be completed on the day the Tenant is entitled to occupy the unit or on another mutually agreed upon day before the Tenant takes occupancy. The Housing Department shall remind the Tenant of the need to be present during the inspection and that failing to participate may result in the Tenant losing the right to dispute charges for repairs required as a result of willful damage or neglect. Every effort shall be made to accommodate the Tenant's preferred inspection date however the Housing Department shall complete the inspection and sign the inspection report without the Tenant if the Housing Department has provided notice as required and the Tenant does not participate on either occasion.
- 32.3.3 The Housing Department shall complete a unit condition assessment checklist that confirms the condition of the unit including any deficiencies. The report shall be reviewed and signed off by both the Housing Department and the Tenant except where the Tenant fails to participate in the inspection as noted above. Where the Tenant does not participate in the inspection, the checklist shall be signed off jointly by two representatives of McLeod Lake Indian Band. A copy of the checklist shall be placed in the Tenant's file and a copy shall be provided to the Tenant.
- 32.4 Move-Out Inspection
- 32.4.1 Where the Tenant vacates the unit a move-out inspection shall be completed by the Housing Department and Tenant on the day the Tenant vacates the unit or on another mutually agreed day.
- 32.4.2 The purpose of the inspection is to evaluate the condition of the unit and to determine any of the following:
- a) Any repairs required to return the unit to a marketable condition;
 - b) Any repairs required as a result of willful damage or neglect.
 - c) Tenant will be responsible for the cleaning of the unit, including but not limited to floors, wall, blinds, appliances, and bathrooms.
 - d) The unit has all items that were in the unit in similar or exact condition as they were on the move in date, barring normal wear and tear.
- 32.4.3 The Housing Department shall complete a unit condition assessment checklist. Both the Housing Department and Tenant shall sign the

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checklist and the Tenant shall be given a copy; a copy of the checklist shall be placed in the Tenant's file. Where the Tenant does not participate in the move-out inspection, the Housing Department shall arrange to have a third party participate in the inspection and sign-off on the checklist.

32.4.4 Where the inspection confirms repairs are required as a result of willful damage or neglect, the Policy related to *Tenant Damage* shall apply.

32.5 Vacant Unit Inspection

32.5.1 The Housing Department shall inspect any unit determined to have been left vacant by the Tenant and at any time considered necessary during the vacancy.

32.5.2 An inspection shall be completed and a written unit condition assessment checklist shall be prepared. A copy of the checklist shall be placed in the former Tenant's file. Where the inspection confirms repairs are required as a result of willful damage or neglect the cost of such repairs shall be determined and the Housing Department shall:

- a) Forward written confirmation to the former Tenant, where a forwarding address has been provided/is known, and demand repayment of the repair costs; and/or
- b) Note the value of the repair costs as an account owing against the former Tenant; and/or
- c) File a report of damages to the local police department.

32.5.3 Where the former Tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former Tenant shall not qualify for McLeod Lake Indian Band housing programs until such costs have been repaid in full.

32.5.4 Where the unit is determined to have been abandoned, the Policy related to *Abandoned Unit* shall apply.

SECTION X – TENANT DAMAGE, USE OF THE UNIT, PETS, UNLICENSED VEHICLES

33.0 Tenant Damage

33.1 Confirming Tenant Damage

33.1.1 The Tenant is responsible to repair the damage or to pay the costs to repair damage to the unit that is confirmed to be a result of willful damage or neglect by the Tenant, other occupants, their guests, or their pets. Where Tenant damage is identified the Housing Department shall complete an inspection and a written report to confirm the repairs required as a result of willful damage or neglect (as compared against the most recent unit inspection for the unit to confirm the repairs that are a result of willful damage or neglect). The report shall include an estimate of costs for the repairs.

33.2 Correcting Tenant Damage – Repairs Completed by the Tenant

33.2.1 Where the Housing Department and the Tenant agree that the Tenant shall complete repairs, the Tenant and the Housing Department shall jointly complete a written Agreement to correct Tenant damage which confirms the repair work that can be completed by the Tenant and the deadline for the repairs to be completed.

33.2.2 The repair work shall be inspected by the Housing Department and must meet the requirements of the applicable building code, McLeod Lake Indian Band by-laws specifying building or other standards, and any other by-laws, codes and regulations applicable to the project.

33.2.3 Where the Tenant fails to correct the damage or, where repairs are done but fail to meet the building code or McLeod Lake Indian Band standards, the Housing Department shall arrange to have the repairs corrected to meet such standards. The Tenant shall be responsible to repay the cost of such repairs to McLeod Lake Indian Band within a deadline established by McLeod Lake Indian Band.

33.3 Correcting Tenant Damage - Repairs Completed by McLeod Lake Indian Band

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33.3.1 Where the Tenant confirms their request to have the Housing Department complete repairs or, where the Housing Department has confirmed the repair work is beyond the capability of the Tenant, the Housing Department shall complete the repairs. The Housing Department shall confirm to the Tenant the following options to repay the cost of repairs:

- a) Use of the security deposit. Where the security deposit is used, in full or in part, to cover the cost of repairs the Tenant shall submit to the Housing Department payment of a new security deposit. The Tenant shall pay the security deposit to the Housing Department within 30 days of the notice; or
- b) Where the cost of repairs exceeds the security deposit, the Tenant can pay the cost of repairs in full or enter into a repayment Agreement with the Housing Department. Where a repayment Agreement is entered into, the Tenant shall pay a minimum of 45% of the estimated costs by cash, money order or certified cheque on the date the Agreement is entered into.

33.4 Failure to Correct/Pay the Cost of Repairs

Where the Tenant fails to correct the damage or does not pay for the repairs within the date specified or, enters into and does not honour a repayment Agreement for the repairs, the policies related to *Termination of Tenancy by McLeod Lake Indian Band* and *Eviction and Recovery of Costs* shall apply. All instances of Tenant damage shall be recorded in the Tenant's file and remain on file indefinitely and, the cost of the repairs shall be noted as an accounts receivable against the Tenant.

33.5 Claim Against McLeod Lake Indian Band Insurance

Where the damage to the unit results in a claim against McLeod Lake Indian Band's insurance Policy, and the Housing Department has confirmed that the Tenant, their guests, other occupants or their pets are responsible for the damage, the Tenant shall pay the deductible. The McLeod Lake Indian band retains the option of civil action against the Tenant.

33.6 Tenant Damage Identified During a Move-Out Inspection

- a) Where, during a move-out inspection, there are repairs required as a result of willful damage or neglect, the Housing Department shall notify the Tenant in writing of the amount of the repairs and shall

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apply the security deposit toward the cost of the repairs. Where repair costs exceed the security deposit the Housing Department shall forward written confirmation to the former Tenant and demand payment of the repair costs; and/or

- 33.6.1 Where the former Tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former Tenant shall not qualify for McLeod Lake Indian Band housing programs until such costs have been repaid in full.
- 33.6.2 McLeod Lake Indian Band shall pursue recovery of costs related to Tenant damage with the former Tenant.

34.0 Use of the Unit and Property

- 34.1 The unit and property are intended to be used only for the purpose of a private family residential dwelling by the authorized Tenant and authorized occupants.
- 34.2 A Tenant wishing to operate a home-based business from the unit may not do so unless they have received prior written approval from the Housing Department, and the Land Management Department. The Tenant shall submit a written request to McLeod Lake Indian Band which details the activities of the business and potential impact on the unit (e.g. increase in use of services) and property (e.g. signage, work areas, equipment storage) and surrounding area (e.g. increased traffic, parking, noise and disturbance to neighbouring properties).
- 34.3 The Tenant shall follow all applicable McLeod Lake Indian Band by-laws and policies regarding operating a home-based business.

35.0 Pets

- 35.1 A Tenant shall be permitted to have a pet(s) as long as:
 - a) There are no more than two pets in total;
 - b) No exotic animals such as snakes' lizards or birds as defined by NEW REGULATION FOR EXOTIC ANIMAL OWNERSHIP November 29,2009
 - c) The pet does not damage the unit and property and does not create a nuisance or disturbance to neighbouring occupants;
 - d) The pets are not being bred for sale or adoption; and
 - e) Owners adhere to all policies, bylaws and regulations in regards to pets: and
 - f) No pet shall be inhumanely treated, starved, abandoned or harmed; and

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g) The pet(s) is contained within the boundaries of the property, at all times.

35.2 Tenants are encouraged to spay or neuter their pets.

35.3 A Tenant with a pet shall be held responsible for their pet(s)'s actions and any damage that may be caused by the pet.

35.4 Where the Housing Department receives a substantiated complaint regarding a Tenant's pet or, where the Housing Department has evidence that the pet Policy is not being followed, this will be considered a breach of the Rental Tenancy Agreement and the Policy regarding termination of the Rental Tenancy Agreement with cause as noted within this Housing Policy shall apply.

36.o Unlicensed Vehicles

36.1 The Tenant shall not keep or store any vehicles including cars, trucks, motorcycles, all-terrain vehicles, motor homes, trailer, camper or any other type of vehicle or recreational vehicle on the rental property unless such vehicles have current and valid vehicle registration and licensing (insurance) according to the British Columbia Motor Vehicles Act. Any vehicles that are no longer licensed (insured) shall be removed from the premises at the Tenant's expense.

36.2 The Tenant shall not keep any motor vehicle or portion of a motor vehicle on the premises which is not under active repair by the owner.

36.3 The Tenant shall supply the Housing Department with vehicle registration and insurance documentation for any and all vehicles on the premises when asked to do so, for the duration of the Rental Tenancy Agreement.

36.4 Where the Housing Department has evidence that this Policy is not being followed, this will be considered a breach of the Rental Tenancy Agreement and the Policy regarding termination of the Rental Tenancy Agreement with cause as noted within this Housing Policy shall apply.

SECTION XI – ABSENCE FROM THE UNIT, SUBLET, ABANDONED UNIT & PROPERTY

37.0 Temporary Absence from the Unit by the Tenant

- 37.1 A temporary absence is defined as:
- a) October 1 to March 31 – an absence greater than 10(ten) consecutive days and less than 30(thirty) consecutive (to ensure heating systems are operational and to protect the unit from winter damage); and
 - b) April 1 to September 30 – an absence less than 30 consecutive days.
- 37.2 During a temporary absence the Tenant shall remain responsible to:
- a) Pay all housing costs including rent, hydro/utilities/heat and other service charges and arrange for an on-site visit at least twice per week by a family member to ensure the unit remains protected against the elements and the unit and property are maintained in good order; and
 - b) Pay the cost to repair damage (labour and material) to the unit that occurs during their absence; and
 - c) Provide the family member caring for the unit with contact information (telephone and mailing address) for the period of their absence; and
 - d) Notify and the McLeod Lake Indian Band in writing, of their absence.
- 37.3 Where the Tenant shall be away temporarily from the unit, the Tenant is required to notify the Housing Department of their absence.

38.0 Indefinite Absence from the Unit by the Tenant

An indefinite absence is defined as a period greater than 30 consecutive days but less than 1 year.

- 38.1 Eligibility to Retain Tenancy during an Indefinite Absence
- 38.1.1 Where the Tenant shall be away indefinitely from the unit the Tenant is required to notify the Housing Department and request approval to retain tenancy during the indefinite absence. Submitting such a request does not guarantee approval.
 - 38.1.2 Where the Tenant shall be away from the unit for an indefinite period as defined above, they may be permitted to retain tenancy only where they are vacating the unit during this period due to:
 - a) Employment; or Similar Responsibility

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- b) Education; or
 - c) Medical treatment.
 - 38.1.3 Where the Tenant shall be away from the unit for an indefinite period for reasons not relating to employment, education or medical treatment, they shall not be permitted to retain tenancy and shall be required to permanently vacate the unit as outlined in the Rental Tenancy Agreement and this Housing Policy.
 - 38.1.4 Where the Tenant fails to notify the Housing Department of their absence they shall be in breach of the Rental Tenancy Agreement and this Housing Policy and the Housing Department shall act to protect the unit and property and/or terminate the Rental Tenancy Agreement.
 - 38.1.5 The Tenant shall be charged for any cost relating to securing the unit or repairing damages.
- 38.2 Conditions of Approval
- 38.2.1 As a condition of approval, during their absence the Tenant shall:
 - a) Remain responsible to pay all housing costs including rent, hydro/utilities/heat other housing services; and
 - b) Arrange for a twice weekly on-site/interior visit (at least once every 4 days) and regular care of the unit by a family member or a responsible adult to ensure the unit remains protected against the elements and the unit and property are maintained in good order. Where the Tenant does not arrange for proper care and the Housing Department is required to carry out unit or property care and maintenance, the Tenant shall be charged for the cost of the Housing Department carrying out these services; and
 - c) Be responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence. Where the damage to the unit results in a claim against McLeod Lake Indian Band's insurance Policy, the Tenant shall pay the deductible. The McLeod Lake Indian Band reserves the right to civil action to recover the costs associated with repairs
 - 38.2.2 The Housing Department shall arrange for an inspection to confirm the condition of the unit before the Tenant vacates the unit; the inspection shall be completed according to the move-out inspection requirements of this Policy. When the Tenant returns to the unit, the Housing Department shall arrange an inspection to confirm the condition of the unit at the time the Tenant returns; the inspection shall be completed according to the move-in inspection requirements of this Policy. The Tenant shall be responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence.

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- 38.2.3 Where the Tenant is not able or willing to remain responsible to pay all housing costs and arrange for regular care of the unit as noted above, the Rental Tenancy Agreement shall be terminated and the Tenant shall vacate the unit and the Housing Department shall proceed to terminate tenancy as described within this Policy.

39.0 Sublet

- 39.1 The Tenant shall not assign the lease to another nor leave guests in charge to the premises without the written consent of the Housing Coordinator.
- 39.2 Should approval to sublet be given, the Tenant will be held responsible for the unit and the person(s) who are the sub-tenant(s).
- 39.3 The Tenant on the tenancy Agreement will not sublet for profit.
- 39.4 All sub-tenants will be held to the same eligibility criteria as the person(s) on the Rental Tenancy Agreement.

40.0 Abandoned Unit

- 40.1 **Tenant Continues to Make Rent Payments-Fails to Provide Notice of Absence**
Where the Tenant vacates the unit for more than 30 (thirty) consecutive days without notice but continues to make the monthly rent payments, the Housing Department shall confirm to the Tenant that:
- a) The Tenant is responsible to request approval to retain tenancy during an indefinite absence from the unit up to one year as defined in this Policy;
 - b) It is the Tenants' responsibility to arrange and pay for the care of the unit during their absence (regular maintenance and repairs, uninterrupted supply of heat and power, etc.);
 - c) Where care is not arranged/carried out and the Housing Department must act to secure the unit, the Housing Department may charge the cost of such actions to the Tenant; and
 - d) Any repairs that are a result of the unit being left unoccupied during the Tenants' absence shall be the responsibility of the Tenant. The Housing Department is not responsible to carry out or pay for such repairs.
- 40.2 **Tenant Fails to Make Payments and Fails to Provide Notice of Absence**
- 40.2.1 Where a unit is vacated for more than 30 consecutive days, where the Tenant has failed to provide notice of their absence to the Housing Department and where the Tenant has failed to make the monthly rent payments, the unit shall be considered abandoned by the Tenant. The

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Housing Department may act as necessary to secure the unit and evict the Tenant. The Housing Department shall invoice the Tenant for all costs.

- 40.2.2 The Housing Department shall take steps to safeguard the rights of the Tenant and shall confirm, to the best of its knowledge, that the Tenant has permanently abandoned the unit by carrying out the following actions:
- 40.2.3 Where the Housing Department enters the unit, a written notice shall be left on the door of the unit informing the Tenant that the locks have been changed and that if the Tenant requires access they must contact the Housing Department at the address supplied in the notice to obtain a replacement key. The notice shall confirm that the Housing Department is making application for a court possession order for the unit.
- 40.2.4 The Housing Department shall request approval from Council to apply for a court possession order for the unit. On receipt of the court possession order, the Rental Tenancy Agreement shall be terminated and the unit shall be reclaimed by the Housing Department.

41.0 Abandoned Personal Property

- 41.1 Where the former Tenant has left personal property in the unit/on the property, the following shall apply:
 - a) The Housing Department shall remove the former Tenant's personal property and place it in storage for 90 days and shall keep a written or photographic inventory of the property. The Housing Department shall invoice the former Tenant for the cost of removal of their possession and other related charges as noted within this Policy; and
 - b) The Housing Department shall post a notice on the front door of the unit to notify the former Tenant that the property is in storage and shall provide contact information for the former Tenant to reimburse the Housing Department for costs related to removal/storage of same and to retrieve their belongings; and
 - c) The landlord must give 30-day notice to any other people with potential claims on goods after the first 60 days
 - d) Tenant(s) or any person with potential claims must put claim for goods in writing to the landlord.
 - e) Where the former Tenant does not contact the Housing Department to reclaim their personal property within the 90-day period, the Housing Department may dispose of the property in such a manner as may be

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determined by the Housing Department. The Housing Department shall maintain the written/photographic inventory and details of the disposal of the property for 2 years following the date of disposal.

- 41.2 Notwithstanding the above, the Housing Department may dispose of the personal property if the Housing Department believes that
- a) The personal property has a total value of less than \$2,000; or
 - b) The cost of removing, storing and selling the property would be more than the proceeds of its sale; or
 - c) The storage of the property would be unsafe.
- 41.3 Where the Housing Department incurs expenses as a result of action taken as noted above, including but not limited to repairs and the cost of the removal of the personal property, such costs shall be deducted from the former Tenant's security deposit. Where such costs exceed the security deposit the Housing Department shall:
- a) Forward written confirmation to the former Tenant, where a forwarding address has been provided/is known, and demand repayment of the repair and other costs; and/or
 - b) Note the value of the repair costs as an accounts receivable against the former Tenant.
- 41.4 Where the former Tenant is charged for repairs and other costs that are a result of abandoning the unit, the former Tenant shall not qualify for McLeod Lake Indian Band housing programs until such costs have been repaid in full.

SECTION XII – MARITAL BREAKDOWN, DEATH OF A TENANT

42.0 Marital Breakdown

- 42.1 In the event of marital breakdown or, issuance of a protective order by the courts, the Rental Tenancy Agreement shall be re-assigned in accordance with the **Provisional Federal Rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act**. The Rental Tenancy Agreement shall, as a priority, be transferred to the guardian of any dependent children living in the rental unit, if the children are contained in the McLeod Lake Indian Band Membership List and are members in common.
- 42.2 Where a Tenant (i.e. a person who is listed on and has signed a Rental Tenancy Agreement for the rental unit), has been in a conjugal relationship (i.e. a married couple or common-law partnership where both partners have cohabitated for at least one year) and that relationship is terminated, the following shall apply with respect to occupancy of the rental unit:
- 42.2.1 **Two Band Member Tenants**
Where both Tenants are members of McLeod Lake Indian Band and both reside on a permanent basis in the rental unit, either Tenant may remain in the unit. McLeod Lake Indian Band shall encourage the Tenant(s) to resolve the decision regarding who shall occupy the unit. McLeod Lake Indian Band shall follow the terms of a separation Agreement or a divorce settlement. In the absence of either a separation Agreement or divorce settlement, the decision as to who remains shall be determined by the courts and McLeod Lake Indian Band shall abide by that decision.
- McLeod Lake Indian Band may offer to sign a new Rental Tenancy Agreement with the remaining Tenant if the remaining Tenant is in good financial standing with McLeod Lake Indian Band (no outstanding payments on accounts with McLeod Lake Indian Band).
- 42.2.2 Where one Tenant is a member of McLeod Lake Indian Band and the other Tenant is not and the non-member shall remain in the unit, the following shall apply:
- a) Where the non-member is the guardian of any dependent children living in the rental unit, if the children are contained in the McLeod Lake Indian Band Membership List and are members in common, the non-member may remain in the rental unit until such time as those dependent children are no longer living in the unit; or

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- b) Where there are no dependent children living in the rental unit, the non-member may remain in the rental unit for a period of up to 180 days. At the end of the 180-day period, McLeod Lake Indian Band may issue a notice to terminate tenancy; or
- c) McLeod Lake Indian Band may renew the Rental Tenancy Agreement with the non-member.

43.0 Death of a Tenant

- 43.1 The rental unit is owned by McLeod Lake Indian Band and is not owned by the deceased Tenant; therefore, no member of the Tenant's immediate or extended family or dependents have a right of possession to the unit.
- 43.2 In event that a Tenant (i.e. a person who is listed on and has signed a Rental Tenancy Agreement for the unit) dies during the term of the Agreement, the Provisional Federal Rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act shall apply.
- 43.3 In the event that a Tenant dies during the term of the Agreement, the Agreement automatically terminates and possession of the rental unit, excluding personal effects of the deceased Tenant and authorized occupants as contained in the Rental Tenancy Agreement, reverts to McLeod Lake Indian Band within 30 days from the date of the death unless:
 - a. If there is a co-Tenant of the deceased who has signed the Rental Tenancy Agreement and wishes to remain in the rental unit, , the Housing Department may execute a new Rental Tenancy Agreement with the Tenant; or
 - b. If there was a member of the Tenant's immediate family who was residing in the rental unit at the time of the Tenant's death and that family member wishes to remain in the rental unit, In consideration of tenancy of the family member according to the Provisional Federal Rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act, the family member has the right to:
 - a) Remain in the rental unit for up to 180 days after the death; or
 - b) Apply for exclusive occupation for a specified period of time (i.e. a court order to provide short- to long-term occupancy of the home to the exclusion of one of the spouses or common-law partners).
 - c) In the event of the death of a Tenant, if Item 43.2 does not apply the Housing Department shall provide written notice to immediate family members that they shall have 90 working days to remove the belongings of the Tenant from the rental unit. Where there are

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unclaimed possessions in the unit, the Policy related to *Abandoned Personal Property* shall apply.

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Section XIII On-Reserve Purchasing of Houses

44.1 Purchase of a house

Once a Phase of CMHC mortgages or another mortgage has been paid off on a rental unit on the McLeod Lake Indian Band reserve(s) (only on reserve), that home will be available for purchase by the Tenant for the total of \$1 (one dollar) provided the following conditions are met;

- Tenant be a MLIB Member in Common.
- Must have a current will
- Tenant has maintained residence in home for a minimum of ten years
- Has paid rent/service fees consistently and on time with no more than one late payment per year of tenancy
- Not be in arrears with the McLeod Lake Indian Band Housing Department or any other department, division or entity of the McLeod lake Indian band
- Be able to prove by way of references and credit checks, the ability to maintain home to a safe and habitable condition,
- Be able to prove by way of references and credit checks, the ability to pay for services as described below Purchaser must sign a contract agreeing to payment of services.
- Application(s) be made to The MLIB Housing Department, Land Management Department and Chief and Council.
- Be allowed on MLIB property

44.2 Responsibilities of Home Purchaser

- The sale of the home in question will be as is, where is, in the condition it is.
- The purchase of the home is for the house only, the lot on which the house sits will remain the property of the McLeod Lake Indian band.
- No certificate of possession will be issued for the lot.
- A home inspection to be paid for by the purchaser, is recommended.
- The purchaser is responsible for all maintenance of the Structure (house) and all systems of the home including but not exclusively limited to water service from the lot side of the municipal "curb stop" to the septic system drain field and all plumbing, structural, electrical, building envelope, roofing, interior and exterior maintenance and repairs.

44.3 Maintenance.

- The Purchaser/owner will be responsible for all maintenance costs without exception
- The Septic system will be maintained by a certified Registered Onsite Waste Water Practitioner and will abide by and comply with all Health Canada standards and any applicable Provincial or Federal building code, MLIB Housing Committee, MLIB Land

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Management Department and any applicable Land Code, Bylaw, Policy of MLIB or any other AHJ

- The purchaser/owner will maintain the exterior of the home as to not diminish the value and aesthetics of the surrounding homes, reserves or infrastructure according to rules set out by MLIB Housing Committee, MLIB Land Management Department and any applicable Land Code, Bylaw, Policy of MLIB or any other AHJ
- The purchaser/owner will maintain the lot upon which the unit sits according to rules set out by MLIB Housing Committee, MLIB Land Management Department and any applicable Land Code, Bylaw, Policy of MLIB or any other AHJ
- At no time will Housing Staff be approached to maintain or alter private residences

44.4 Repairs or Alterations

Any repairs or alterations to the house after the time of purchase will be;

- Paid for by the purchaser/owner
- Meet or exceed minimum building and safety codes
- Be inspected by the authority having jurisdiction AHJ at the cost of the purchaser/owner
- Not exceed existing footprint without permission of but not limited to MLIB Housing Department, MLIB Housing Committee, MLIB Land Management Department and any applicable Land Code, Bylaw or Policy of MLIB according to the individual application process for that department or Policy.

44.5 Insurance.

- The purchaser/Tenant will maintain insurance of the dwelling in event of fire, damage, theft or natural disaster as is available.
- McLeod Lake Indian Band will not insure the house from the period 24 (twenty four) hours after Purchaser/owner takes legal possession of the dwelling.
- Purchaser/owner is to insure the dwelling for a period of not less than 24 (twenty four) hours prior to purchaser/owner taking legal possession of house.
- It is recommended that purchaser/owner also have content insurance.
- The purchaser/owner must have continual insurance coverage

44.6 Death

- Purchaser/Owner must have in place a will in relation to their estate, in particular, to whom the home is to go to in the event of death.
- The person(s) named in the will must be a McLeod Lake Band member in common.
- In the event the person(s) to whom the House is to be inherited, is a minor, a Guardian or Parent must be named and will be held responsible for the house and service until such time as the minor is of age of majority.

44.7 Resale of home by owner.

In the event an owner would like to sell the house, the following criteria must be met;

- Purchaser must be a MLIB Member in Common.

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- Has paid rent/service fees consistently and on time with no more than one late payment per year of tenancy
- Not be in arrears with the MLIB Housing Department or any other department, division or entity of MLIB
- Be able to prove by way of references and credit checks, the ability to maintain home to a safe and habitable condition
- Be able to prove by way of references and credit checks, the ability to pay for as described below.
- Purchaser must sign a contract agreeing to payment of services.
- Application(s) be made to The MLIB Housing Department, Land Management Department and Chief and Council.
- Be allowed on MLIB property
- Refer to and abide by the aforementioned Insurance, Maintenance, Services Responsibilities, and Death paragraphs of this section.

44.8 Services.

Should a McLeod Lake Indian Band Member purchase a house on reserve, that owner would be responsible for paying service fees. These fees are payable to the McLeod Indian Bands Finance Department where it will be directed to the Public Works department. These services are as follows; (this list is not exhaustive.)

- Water distribution to home
- House Hold Garbage Removal
- Snow plowing of roads and driveway
- Fire wood delivery
- Street lights
- Fire Fighting services