



~ HONOURING CULTURE ~
KEPMITE'TMU'KW TA'N WENI'KW

HOUSING POLICY

2021

CONTENTS

PART I – GENERAL	5
1.0 INTRODUCTION	5
1.1 Purpose	5
1.2 Goals.....	5
4.1 Housing Department.....	7
4.2 Housing Committee.....	8
4.2.1 Establishment and Selection of Housing Committee.....	8
4.2.2 Housing Committee Roles and Responsibilities.....	9
4.2.3 The Chairperson’s responsibilities include, but are not limited to:.....	10
PART II –NATION ADMINISTERED HOMES	11
5.0 BAND RENTAL UNITS.....	11
5.1 Rental Housing Application Requirements.....	11
5.2 Selection Criteria for Rental Units	12
5.3 Tenancy Agreement	12
5.4 Rental Rates.....	12
5.5 Payment of Rent.....	12
5.6 Rent Arrears	13
5.7 General Duties and Responsibilities of Occupants/Tenants	13
5.8 Maintenance	15
5.9 Renovation of Rental Units.....	15
5.10 Insurance.....	16
5.11 Fires	16
5.12 Inspections	16
5.12.1 Regular Inspections	16
5.12.2 Move-In Inspection.....	17
5.12.3 Move-Out Inspection.....	17
5.13 Transferring.....	17
5.13.1 Application & Procedure	17
5.13.2 Criteria.....	18
5.13.3 Types of Transfers	18
5.13.4 Tenancy Agreement in force during transfer.....	18

5.14 Death of Tenant.....	19
5.15 Marital Breakdown.....	20
5.16 Eviction.....	20
5.16.1 Breach of the Policy and/or a Tenancy Agreement.....	20
5.16.2 Repeatedly Causing a Nuisance or Public Disturbance.....	21
5.16.3 Rental Arrears.....	21
5.16.4 Abandoned Unit.....	21
5.17 Vacating the Unit.....	21
6.0 RENT-TO-OWN HOMES.....	22
6.1 Rent-to-Own Agreement (Appendix 14).....	22
6.2 Rent-to-Own Housing Application Requirements.....	23
6.3 Selection Criteria for Rent-to-Own Units.....	24
6.4 Rental Rates.....	24
6.5 Payment of Rent.....	24
6.7 General Duties and Responsibilities of Occupants/Tenants.....	24
6.8 Maintenance.....	26
6.9 Insurance.....	27
6.10 Fires.....	27
6.11 Inspections.....	27
6.11.1 Regular Inspections.....	27
6.11.2 Move-In Inspection.....	28
6.11.3 Move-Out Inspection.....	28
6.12 Transferring.....	28
6.12.1 Application & Procedure.....	28
6.12.2 Criteria.....	29
6.12.3 Types of Transfers.....	29
6.12.4 Tenancy Agreement in force during Transfer.....	30
6.13 Transfer of Ownership of Rent-to-Own Unit.....	30
6.14 Re-allocation of Rent-To-Own Homes Still Under Mortgage.....	30
6.15 Death of Tenant.....	31
6.16 Marital Breakdown.....	32
6.17 Eviction.....	32
6.17.1 Breach of the Policy and/or a Rent-to-Own Agreement.....	32

6.17.2 Repeatedly Causing a Nuisance or Public Disturbance	33
6.17.3 Rental Arrears	33
6.17.4 Abandoned Unit.....	33
6.18 Vacating the Unit.....	34
PART III – PRIVATELY OWNED HOMES	35
7.1 General Duties and Responsibilities of Homeowners.....	35
7.2 Maintenance	35
7.3 Insurance	35
7.4 Transferring.....	36
7.6 Marital Breakdown.....	36
7.9 Death of a Homeowner.....	36
PART IV – RENOVATION PROGRAMS.....	37
8.0 RENOVATION PROGRAMS	37
8.1 Residential Rehabilitation Assistance Program (RRAP).....	37
8.2 Home Adaptations for Seniors Independence (HASI).....	37
PART V – HOMEOWNERSHIP	39
9.0 ISC SECTION 10 MINISTERIAL LOAN GUARANTEE PROGRAM.....	39
9.1 Eligibility Criteria.....	39
9.2 Pre-Approval.....	39
9.3 Approval and Construction/Purchase.....	40
PART VI – OTHER	42
10.0 COMPLAINTS	42
11.0 APPEALS.....	42
11.1 Grounds for Appeal	42
APPENDIX 1.....	44
APPENDIX 2 – HOUSING APPLICATION	45
APPENDIX 3 – HOME INSPECTION FORM	50
APPENDIX 4 - SELECTION CRITERIA FOR RENTAL HOUSING.....	53
APPENDIX 5 – RENT ARREARS 1 ST NOTICE.....	54
APPENDIX 6 – RENT ARREARS - 2 ND NOTICE	55
APPENDIX 7 – RENT ARREARS FINAL NOTICE	56
APPENDIX 8 – EVICTION NOTICE	57
APPENDIX 9 – REPAYMENT/ARREARS RECOVERY AGREEMENT.....	58
APPENDIX 10 – VIOLATION NOTICE	59

PART I – GENERAL

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

1.0 INTRODUCTION

1.1 Purpose

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

1.2 Goals

This Policy seeks to achieve the following housing goals for Paqtnkek Mi'kmaw Nation members:

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

2.0 Definitions

“Active Applications” means an application that is completed when submitted and updated annually by the applicant.

“Band” means the PMN.

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

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

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

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

“Certificate of Homeownership” means the right of possession for the residential unit excluding the right of possession for the land, which will remain in the possession of the PMN.

“CMHC” means the Canada Mortgage and Housing Corporation.

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

“Education Transfer” means a transfer for education reasons.

“Fiscal Year” means April 1st to March 31st each year.

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

“Housing Stock” means all Band-Administered Homes.

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

“Inactive Application” means an application that has not been updated by the applicant for two (2) consecutive years.

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

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

“Member” means a member of PMN.

“Nation” means First Nation.

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

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

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

“Permanent Transfer” means a transfer to one or more Band member on a permanent basis where the Tenant or Homeowner applying for the transfer does not intend to return to the Unit.

“PMN” means Paqtnkek Mi’kmaw Nation

“Policy” means the First Nation Housing Policy January 2021.

“Privately Owned Home” means a home that is owned by a Nation Member where the FN holds no responsibility to the home, which includes homes transferred to a Tenant at the end of a Rent-to-Own Agreement, and Capital Homes.

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

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

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

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

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

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

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

“Temporary Transfer” means a transfer of less than one (1) year in duration.

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

“Unit” means a Band-Administered Home.

“Waiting List” mean all active applications on file.

3.0 Authority and Application

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

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

4.0 Governance

4.1 Housing Department

The Housing Manager oversees all matters related to the administration of Band-Administered Homes.

Housing Department Roles and Responsibilities

The following functions will be delegated to the Housing Manager:

- i. prepare agendas and take minutes for all Housing Committee meetings;
- ii. prepare and present annual budgets to Chief & Council;
- iii. ensure reports are prepared and presented to Chief & Council;
- iv. advise the Housing Committee and Chief & Council on the implications of any transaction or policy changes contemplated;

- v. manage and carry out the day to day operations required to implement and oversee the housing program(s) and other related duties;
- vi. complete inspections on all work done on Band-Administered Homes, before, during and after work is done;
- vii. accept and score Housing Applications;
- viii. submit Housing Applications to Housing Committee for review;
- ix. keep the Housing Committee and the Council up-to-date on workshops, training, funding opportunities, and on any relevant correspondence;
- x. collect rents and issue receipts;
- xi. ensure monthly payments from Social Assistance recipients are being made;
- xii. update the Housing Committee and Chief & Council on arrears;
- xiii. adhere to all applicable codes and guidelines, including building codes.
- xiv. prepare all notices, including arrears letters and repayment plans;
- xv. maintain and update tenant files, the housing list and renovation requests;
- xvi. provide construction and renovation updates to the Housing Committee and Chief & Council on an as-needed basis;
- xvii. deliver a Basic Home Maintenance training for all new Occupants before they get keys to a Unit during a Move-in Inspection;
- xviii. promote and manage the housing programs; and
- xix. communicate decisions of the Housing Committee to the appropriate individuals.

4.2 Housing Committee

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

4.2.1 Establishment and Selection of Housing Committee

The Housing Committee will consist 7 (seven) voting members selected by the Housing Department. Quorum shall be 4 members of the Housing Committee. The chairperson shall be the Housing Manager and will not have any voting rights.

All Committee members are bound by the Housing Policy.

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

- i. be at least eighteen (18) years of age;
- ii. be a registered member of the PMN;
- iii. not have been convicted of an indictable criminal offence;
- iv. have a sincere desire to help serve the members of the community in a fair, transparent manner and to act in a non-judgmental fashion; and
- v. have a good knowledge of the housing needs of the community.

If appointed, a member of a Housing Committee must:

- i. understand and agree to enforce this Policy;

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

The Housing Department shall remove a Housing Committee member for the following reasons:

- i. Breaching of confidentiality;
- ii. falling into rental arrears where arrears letters are issued on a regular basis;
- iii. failing to attend three (3) consecutive meetings without a valid reason (i.e. work related or medical);
- iv. if convicted of an indictable criminal offense; or
- v. for making decisions that are patently unfair or not consistent with the Housing Policy.

If a member of a Housing Committee is removed or steps down, the Housing Department shall appoint a replacement.

For the initial appointment process, the term of the Committee will be staggered with three (3) (members appointed for a term of two (2) year and four (4) members appoint for a term of four (4) years.

After this initial appointment process, the term of each Housing Committee member shall be two (2) years. A staggered approach will be developed whereby three (3) members will be appointed in one year and four (4) members in the following year. This will provide continuity of knowledge and ensure that business proceeds without interruption. Not more than one member from the same Immediate Family (Immediate Family is defined as your spouse, mother, father, brother, sister, or child) can be appointed to the Housing Committee at the same time.

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

4.2.2 Housing Committee Roles and Responsibilities

Housing Committee shall carry out the following functions:

- i. Oversee the housing department;
- ii. review and recommend temporary transfer requests;
- iii. review and recommend housing allocations based on scoring criteria;
- iv. participate in training opportunities;
- v. review and make recommendations for changes to this Policy on an annual or as needed basis;
- and
- vi. review and recommend eviction notices, as provided by the Housing Manager;

In carrying out their responsibilities, Housing Committee members must:

- i. implement the Housing Policy in a consistent and transparent manner;
- ii. ensure the effective and efficient operation of the PMN Housing Program;
- iii. prepare for meetings by reading relevant reports and letters;

- iv. keep up to date with relevant PMN Laws, policies and By-Laws; and
- v. review all Housing Applications on a timely, regular basis.

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

- i. calling Housing Committee meetings;
- ii. In his/her absence delegate the responsibilities of Chairperson to another Committee member;
- iii. ensuring that quorum is present before business is conducted;
- iv. developing the agenda;
- v. following up on old business;
- vi. ensure an opening prayer is done prior to the meeting;
- vii. reading the minutes of the last meeting;
- viii. amending the minutes where amendments are approved;
- ix. introducing new business;
- x. setting a date for the next meeting;
- xi. maintaining order;
- xii. acting as an impartial mediator in the workings of the Housing Committee;
- xiii. ensuring that the business of the meeting proceeds smoothly and that the meeting stays on topic according to the agenda;
- xiv. calling for recommendations and ensuring that everybody has had an opportunity to debate and discuss recommendations; and
- xv. after substantive debate and discussion, calling for a vote on recommendations and ensuring that recommendations are seconded for all business decisions of the Housing Committee.

PART II –NATION ADMINISTERED HOMES

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

5.0 BAND RENTAL UNITS

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

5.1 Rental Housing Application Requirements

The following requirements must be met by applicants who wish to be considered for rental housing. If any of these requirements are not met, the Housing Department will not forward the application on to the Housing Committee for consideration. Given the size of the waiting list for housing, existing Tenants will not be eligible for a new allocation unless there is evidence of overcrowding in the Unit. Tenants must meet the occupancy requirements of the unit (no over housing / over crowding).

Housing Application Form

A Housing Application form (Appendix 2) must be completed in full and submitted to the Housing Department. To remain active and on file, Housing Applications must be updated annually. Applicants are responsible for updating the application on file with the Housing Department. The Housing Manager shall provide updates to the Housing Committee and inform the applicant they are on the list. An application that has not been updated for at two (2) consecutive years will be considered inactive and removed from the housing waiting list.

Applicant Eligibility Requirement.

Age Requirement

To be eligible to apply for a Rental Unit, a Band member must be at least twenty-one (21) years of age.

Income Requirement

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

Family Composition

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

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

Rental History

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

5.2 Selection Criteria for Rental Units

Applications that meet the eligibility requirements outlined above are assigned a score according to a selection criteria point-rating guide.

The purpose of the selection criteria is to select applicants on the basis of relative merit and in accordance with the community housing goals and this Policy. A completed Housing Application must include sufficient information to ensure that the Housing Department can apply the point-rating guide and assign an application a score. The point-rating guide assesses household size, present living conditions, references and financial circumstances.

In order to avoid any conflicts of interest and to keep the selection process fair, an anonymous scoring process will be used whereby the Housing Department will score the applicants and assign a random number to identify the name of the applicant. Only the scores and random identification number will be forwarded to the Housing Committee for review. The names of the applicants will not be revealed until applicants are selected.

Since the Housing Department is unlikely to receive sufficient funding in any one year to provide housing to all applicants, the point-rating system will be used to assess who will be prioritized for housing in any particular budget year.

5.3 Tenancy Agreement

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

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

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

5.4 Rental Rates

PMN Chief and Council set rents for Rental Units based on the following rental scales from the Canada Mortgage and Housing Corporation ("CMHC") operating agreement. (See Appendix)

Rents shall be reviewed annually with 90 days' notice.

5.5 Payment of Rent

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

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

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

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

5.6 Rent Arrears

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

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

5.7 General Duties and Responsibilities of Occupants/Tenants

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

Occupants who have not signed a Tenancy Agreement must enter into and sign a Tenancy Agreement to indicate that they have read, understood and agree to be bound by the Policy. Occupants who refuse to enter into a tenancy agreement will face eviction. Upon execution of this policy all tenancy agreements must be updated, as per appendix XX.

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

- i. attend the Basic Home Maintenance Workshop prior to moving into a Unit, if available;
- ii. keep Units in good, clean and sanitary condition, including yards. Tenants shall be responsible for damage to the Unit;
- iii. keep Units and surrounding areas clean and free of garbage, junk cars and scrap. Tenants who do not meet this responsibility will be issued a "Violation Notice" (Appendix 10) to remove any garbage, junk cars and scrap, after which the Housing Department will remove the items at the Tenant's expense;
- iv. immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any part of the Unit which requires repair, regardless of who is responsible for repairs;
- v. perform general upkeep on homes and prevent damage from occurring;
- vi. respect the rights and privacy of neighbours;
- vii. contact and obtain permission from the Housing Department before commencing with any major repairs, renovations or improvements as set out according to the terms of this Policy and any agreement between the Tenant and the Band;
- viii. notify the Housing Department prior to building a fence or digging in a yard. This is to ensure that underground utility lines are not disturbed and property boundaries are respected;
- ix. ensure that all utilities and other services are in a Tenant's name (or other individual's name if another individual has agreed to be held responsible for the utilities of the Tenant), so as to ensure that utility and other companies do not forward bill(s) to the Band;
- x. carry insurance to cover personal property in the Unit. Should disaster strike, PMN, including the PMN Housing Department, will not be responsible for the loss of any personal property;
- xi. indemnify and save harmless PMN from all liabilities, fines, suits and claims of any kind or which the Housing Department may be liable or suffer by reason of the Tenant's occupancy of the premises;
- xii. refrain from making any improvements or alterations to a Unit, which may render void or voidable any policy of insurance held by PMN generally and/or the PMN Housing Department specifically; and
- xiii. immediately notify the Housing Department when planning to vacate or leave a Unit for more than 14 days.

Tenants must not:

- i. switch or transfer Units without following the procedure set out in this policy for Transfers;
- ii. assign or sub-let a Unit;
- iii. sell, transfer or otherwise dispose of any appliances, or other equipment without the direct approval by the Housing Department, unless appliances are owned by the Tenant (fridge, stove, washer and dryer are property of PMN);

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

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

- i. sign a new Tenancy Agreement before March 31st of each year. Only tenants **not** in arrears are permitted to sign a new Tenancy Agreement. If a tenant has not paid off arrears by March 31st, they shall be evicted. The exception will be tenants who have signed a Payment Recovery Plan;
- ii. ensure that visitors and occupants also comply with all terms of the Tenancy Agreement and this Policy; and
- iii. pay rent regularly and on time, as per the terms of the Tenancy Agreement and this Policy.

5.8 Maintenance

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

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

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

The First Nation will not do any cosmetic repairs.

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

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

5.9 Renovation of Rental Units

Tenants are not permitted to do any renovations or improvements to the units.

5.10 Insurance

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

PMN will pay all insurance premiums and deductibles for the insurance coverage for PMN housing stock that is rental.

Tenants are responsible for purchasing their own content insurance.

5.11 Fires

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

- i. Occupants of the Unit;
- ii. location of the Unit;
- iii. how the fire was started;
- iv. report of injuries or fatalities; and
- v. extent of damage to the house.

The Housing Department shall also:

- i. report to authorities, as required; and
- ii. file an official Fire Report.

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

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

5.12 Inspections

5.12.1 Regular Inspections

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

Units are also subject to inspection by the Housing Department in the event that the Housing Department has reasonable grounds for believing that the Tenant(s)/Occupant(s) are in breach of a term of an Agreement with PMN, including a Tenancy Agreement, or this Policy. In such cases, the Housing Department will provide reasonable notice (24 Hours) that the inspection will take place. The Housing Department representative(s) and the Tenant are required to be present for the inspection.

If the Tenant is not available, Housing Department representative(s) shall conduct inspection and shall provide photographs and sign the report. A copy of the report will be provided to the Tenant.

5.12.2 Move-In Inspection

- i. A move-in inspection will be completed on the day the Tenant is entitled to take possession of the unit or on another mutually agreed upon day – prior to moving in. It is mandatory, as tenants will not receive the keys for the unit until the inspection is completed.
- ii. The move-in inspection will be completed jointly by the Tenant and a representative of the Housing Department. The Tenant(s) MUST be present during the inspection.
- iii. The Housing Department representatives will complete a unit condition report that confirms the condition of the property. The report must be reviewed and signed off by both the Housing Department representative and the Tenant(s). Photos to be included. A copy of the report will be provided to the Tenant.

5.12.3 Move-Out Inspection

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

5.13 Transferring

Under certain circumstances, a Tenant may be able to apply to transfer a Unit to another Band Member. Transfers related to Rental Units are only permitted in accordance with this Section. The Tenant wishing to transfer a Unit to another Band Member remains responsible for the Unit until such a time as another Band Member enters into a Tenancy Agreement with the Housing Department with respect to the Unit.

5.13.1 Application & Procedure

A Tenant who wants to transfer a Rental Unit to another Band Member must apply to the Housing Department. Rental Units shall not be transferred to another Band Member without the prior written approval of the Housing Committee.

To apply for a transfer, eligible Tenants must submit their request in writing to the Housing Department. The transfer request letter shall indicate the reasons for the transfer and type of transfer being requested: i.e. Temporary Transfer or Long-Term Transfer as provided for in this policy.

Upon receiving a transfer application, the Housing Department shall review the application for completeness and submit the transfer applications of eligible Tenants to the Housing Committee. Housing Committee shall review transfer applications on a case-by-case basis for approval or rejection. Decisions of the Housing Committee are communicated to an applicant through the Housing Department.

5.13.2 Criteria

In considering applications for transfers, the Housing Committee may approve a transfer for the following reasons:

- 1) health-related reasons (e.g. a Tenant requires long-term hospitalization);
- 2) educational reasons (e.g. a Tenant has decided to return to school);
- 3) employment reasons.

Applications to transfer a Rental Unit must be accompanied by supporting documentation.

For health-related transfers, Tenants shall provide a letter from their Physician stating the need for extended out of town treatment and the approximate time-frame.

For education transfers, supporting documentation shall include a letter of acceptance from the educational institution the Tenant will attend. In addition, proof of enrollment must be submitted prior to approval.

For employment transfers, supporting documentation shall include a letter of confirmation from the Tenants employer, which is to include the location of work and expected term of the job.

When considering applications for transfers of Rental Units, the Housing Committee must comply with sections 5.15 and 5.16 of this Policy.

5.13.3 Types of Transfers

Temporary Transfer

Temporary transfers are less than one (1) year in duration.

Long-term Transfer

Long-term transfers are between one (1) and four (4) years. Long-term transfers shall remain in force for a minimum of one (1) year, after which the original Tenant(s) can move back into the Unit. Long-term transfers must be renewed every year, up to a maximum of four (4) consecutive years. The arrangement is subject to cancellation upon the mutual of agreement of both parties.

For Work, a one-time transfer will be allowed for a maximum of four (4) years.

5.13.4 Tenancy Agreement in force during transfer

Upon receiving approval for a transfer, the Tenant(s) who will take over the Unit (the “transferee”) shall enter into a Tenancy Agreement with PMN, which shall apply while the transferee(s) occupies

the Unit. Upon returning to the Unit, if applicable, the original Tenant(s) (the “transferor”) shall enter into a new Tenancy Agreement.

In situations where a Tenant has made arrangements for another Band member or individual to reside in a Unit without approval, he/she will remain responsible for rent, any damage to the Unit and may be subject to eviction for breaching the terms of this Policy and/or the Tenancy Agreement.

5.14 Death of Tenant

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

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

In the event of a Rental Unit Tenant’s death, the Housing Committee may assign the Tenancy Agreement to the deceased’s next of kin, provided the next of kin is a Band Member; is eligible to enter into a Tenancy Agreement as per Section 5.1; and is willing to enter into a Tenancy Agreement for the Rental Unit. The next of kin must enter into a Tenancy Agreement prior to occupying the Unit.

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

- (a) surviving spouse;
- (b) Legal guardian of children under the age of eighteen (18);
- (c) children of the deceased Tenant who are over eighteen (18) years of age and have dependents;
- (d) children of the deceased Tenant who are over eighteen (18) years of age and have no dependents; and
- (e) parents of the deceased Tenant.

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

If the next of kin who takes priority is a Spouse who is not a Member, and there are no minor children (or children are not Band Members), the non-member spouse will be allowed to continue to occupy the rental unit for up to 180 days, after which they will be required to vacate the unit.

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

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

5.15 Marital Breakdown

If there is a marital breakdown in the context of a Tenancy Agreement with a Rental Unit the determination of which party will retain possession of the Rental Unit will be made in accordance with this *PMN Matrimonial Law 2014* (verify date).

5.16 Eviction

Any Occupant who chooses not to enter into or renew a Tenancy Agreement with PMN will be evicted. PMN reserves the right to evict Tenants/Occupant(s) from Units in certain circumstances. Recommendations to evict a Tenant will be forwarded by the Housing Department to the Housing Committee for final decision.

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

Tenants/Occupant(s) may face eviction for:

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

5.16.1 Breach of the Policy and/or a Tenancy Agreement

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

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

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

1. making false declarations on a Housing Application that results in a housing allocation;
2. convicted of trafficking narcotics or carrying out other illegal business activities in or from a Band Unit;

3. Extraordinary Willful Damage (\$5,000 or more); and
4. Neglect.

5.16.2 Repeatedly Causing a Nuisance or Public Disturbance

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

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

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

5.16.3 Rental Arrears

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

5.16.4 Abandoned Unit

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

5.17 Vacating the Unit

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

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

6.0 RENT-TO-OWN HOMES

Background and Purpose of – Rent to Own Home Policy

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

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

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

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

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

6.1 Rent-to-Own Agreement (Appendix 14)

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

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

Prior to entering into a Rent-to-Own Agreement, the Housing Department will complete an in-person meeting with the Tenant to explain all aspects of the Rent-to-Own Agreement, including rules

imposed on Tenants, charges payable by Tenants and consequences for breaching the Rent-to-Own Agreement and/or this Policy.

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

The Rent-to-Own Agreement will be renewed each year in accordance with its terms to reflect any policy updates, list Tenants, contact information or Rent changes.

6.2 Rent-to-Own Housing Application Requirements

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

Housing Application Form (Appendix 2)

A first step is for members to complete a Housing Application form and to submit the completed form to the Housing Department. To remain active and on file, Housing Applications must be updated annually. Applicants are responsible for updating the application on file with Housing Department. The Housing Manager will provide updates to the Housing Committee and inform the applicant they are on the list. An application that has not been updated for at two (2) consecutive years will be considered inactive and the applicant will be removed from the housing waiting list.

Applicant Eligibility Requirement.

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

Age Requirement

To be eligible to apply for a Rent-to-own Unit, a Band member must be at least eighteen (18) years of age.

Income Requirement

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

Family Composition

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

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

Rental History

If a Tenant was evicted from a Rental Unit in the community, he or she will not be eligible to apply for a Rent to Own Home for a period of two (2) years from the date of the eviction.

6.3 Selection Criteria for Rent-to-Own Units

Applications that meet the basic eligibility requirements outlined above are assigned a score according to a selection criteria point-rating guide and relative merit.

A completed application must include sufficient information to ensure that the Housing Department can apply the point-rating guide and assign an application a score. The point-rating guide assesses household size, present living conditions, references and financial circumstances.

In order to avoid conflicts of interest and to keep the selection process fair, an anonymous scoring process will be used whereby the Housing Department will score the application and assign a random number to identify the name of the applicant. Only the scores and random identification number will be forwarded to the Housing Committee for review. The names of the applicants will not be revealed until applicants are selected.

PMN does not have sufficient funding in any one year to provide housing to all applicants. Therefore, the point-rating system will be used to assess housing priorities in any particular budget year.

6.4 Rental Rates

PMN Chief and Council sets the rent for Rent-to-Own Units based on the following rental scales from the CMHC operating agreement.

6.5 Payment of Rent

Pursuant to the Rent to Own Agreement and this Policy, all Tenants are required to pay rent in the amount agreed upon and on time. Rental payments will be used to protect the community's investment in its Housing Stock and to maximize housing resources.

Tenants who are PMN employees will have their rent deducted from their income and forwarded to the Housing Department.

6.6 Rent Arrears

The procedures set out in section 5.7 of this Policy apply when a rent payment is missed. The non-payment of rent is a breach of the Rent to Own Agreement and may result in termination of the agreement and the option to purchase. Should a Tenant have concerns with their ability to pay rent on time and in the amount required, it is highly recommended that the Tenant's be proactive and schedule a meeting with the Housing Manager to discuss their options before a potential breach of the agreement occurs.

6.7 General Duties and Responsibilities of Occupants/Tenants

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

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

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

- i. attend the Basic Home Maintenance Workshop prior to moving into a Unit, if available;
- ii. keep Units in good, clean and sanitary condition, including yards. Tenants shall be responsible for damage to the Unit;
- iii. keep Units and surrounding areas clean and free of garbage, junk cars and scrap. Tenants who do not meet this responsibility will be issued a "Violation Notice" (Appendix 10) to remove any garbage, junk cars and scrap, after which the Housing Department will remove the items at the Tenant's expense;
- iv. immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any part of the Unit which requires repair, regardless of who is responsible for repairs;
- v. perform general upkeep on homes and prevent damage from occurring;
- vi. respect the rights and privacy of neighbours;
- vii. contact and obtain permission from the Housing Department before commencing with any major repairs, renovations or improvements as set out according to the terms of this Policy and any agreement between the Tenant and the Band;
- viii. notify the Housing Department prior to building a fence or digging in a yard. This is to ensure that underground utility lines are not disturbed;
- ix. ensure that all utilities and other services are in a Tenant's name (or other individual's name if another individual has agreed to be held responsible for the utilities of the Tenant), so as to ensure that utility and other companies do not forward bill(s) to the Band;
- x. carry insurance to cover personal property in the Unit. Should disaster strike, PMN, including the PMN Housing Department, will not be responsible for the loss of any personal property;
- xi. indemnify and save harmless PMN from all liabilities, fines, suits and claims of any kind or which the Housing Department may be liable or suffer by reason of the Tenant's occupancy of the premises;
- xii. refrain from making any improvements or alterations to a Unit, which may render void or voidable any policy of insurance held by PMN generally and/or the PMN Housing Department specifically; and
- xiii. immediately notify the Housing Department when planning to vacate or leave a Unit for more than 14 days.

Tenants must not:

- i. switch or transfer Units without following the procedure set out in section 6.12 this Policy for Transfers;

- ii. assign or sub-let a Unit;
- iii. sell, transfer or otherwise dispose of any appliances, or other equipment without the direct approval by the Housing Department, unless appliances are owned by the Tenant;
- iv. use the Unit or allow the Unit to be used for any purpose other than a residential dwelling for the authorized Tenant(s) of the Unit unless other arrangements have been made through the Housing Department in writing.

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

- i. sign an updated Rent-to-Own Agreement before March 31st of each year. Only tenants **not** in arrears are permitted to sign a new Rent-to-Own Agreement. If a tenant has not paid off arrears by March 31st, they shall be evicted. The exception is tenants must sign a rental recovery agreement.
- ii. ensure that visitors and occupants also comply with all terms of the Rent-to-Own Agreement and this Policy; and
- iii. pay rent regularly and on time, as per the terms of the Rent-to-Own Agreement and this Policy.

6.8 Maintenance

The Housing Department is responsible for carrying out major repairs to Rent-to-Own Units until the terms of the Rent-to-Own Agreement have been met. The First nation will not do cosmetic repairs. These responsibilities include replacing fixtures and appliances, as well as repairs arising from normal wear and tear. Major repairs and replacements are generally defined as including:

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

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

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

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

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

6.9 Insurance

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

PMN will pay all insurance premiums and deductibles for the insurance coverage for PMN housing stock that is rental.

Tenants are responsible for purchasing content insurance.

6.10 Fires

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

- vi. Occupants of the Unit;
- vii. location of the Unit;
- viii. how the fire was started;
- ix. report of injuries or fatalities; and
- x. extent of damage to the house.

The Housing Department shall also:

- iii. report to authorities, as required; and
- iv. file an official Fire Report.

Accidental fires affecting Rent-to-Own Units insured under the PMN's insurance policy, are covered and the deductible will be paid by PMN.

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

6.11 Inspections

6.11.1 Regular Inspections

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

Units are also subject to inspection by the Housing Department in the event that the Housing Department has reasonable grounds for believing that the Tenant(s)/Occupant(s) are in breach of a term of an Agreement with PMN, including a Tenancy Agreement, or this Policy. In such cases, the Housing Department will provide reasonable notice (24 Hours) that the inspection will take place. The

Housing Department representative(s) and the Tenant are required to be present for the inspection. If the Tenant is not available, Housing Department representatives shall conduct inspection and shall provide photographs and sign the report. A copy of the report will be provided to the Tenant.

6.11.2 Move-In Inspection

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

6.11.3 Move-Out Inspection

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

6.12 Transferring

Under certain circumstances, a Tenant may be able to apply to transfer a Rent to Own Home to another Band Member. Transfers related to Rent-to-Own Units are only permitted in accordance with this Section. A Tenant wishing to transfer a Rent to Own Home to another Band Member remains responsible for the Rent to Own Home until such a time as another Band Member, with the Housing Committee approval, enters into a Rent to Own Agreement with the Housing Department with respect to the Rent to Own Home.

6.12.1 Application & Procedure

A Tenant who wants to transfer a Unit to another Band Member must first apply to the Housing Department. A Rent to Own Home will not be transferred to another Band Member without the prior written approval of the Housing Committee.

To apply for a transfer, eligible Tenants must submit a Transfer Application Form and accompanying letter setting out the reason for the transfer, to the Housing Department. The application shall indicate the type of transfer being requested: i.e. Temporary Transfer or Long-Term Transfer as provided for in this Policy.

Upon receiving a transfer application, the Housing Department shall review the application for completeness and submit the transfer applications of eligible Tenants to the Housing Committee. Housing Committee shall review transfer applications on a case-by-case basis for approval or rejection. Decisions of the Housing Committee are communicated to an applicant through the Housing Department.

6.12.2 Criteria

In considering applications for transfers, the Housing Committee may approve a transfer for the following reasons:

- 1) health-related reasons (e.g. a Tenant requires long-term hospitalization);
- 2) educational reasons (e.g. a Tenant has decided to return to school);
- 3) employment reasons.

Applications to transfer a Rent to Own Home must be accompanied by supporting documentation.

For health-related transfers, Tenants shall provide a letter from their Physician stating the need for extended out of town treatment and the approximate time-frame.

For education transfers, supporting documentation shall include a letter of acceptance from the educational institution the Tenant will attend. In addition, proof of enrollment must be submitted prior to approval.

For employment transfers, supporting documentation shall include a letter of confirmation from the Tenants employer, which is to include the location of work and expected term of the job.

When considering applications for transfers, the Housing Committee must comply with sections 6.16 and 6.17 of this Policy.

6.12.3 Types of Transfers

Temporary Transfer

Temporary transfers are less than one (1) year in duration.

Long-term Transfer

Long-term transfers are between one (1) and four (4) years. Long-term transfers shall remain in force for a minimum of one (1) year, after which the original Tenant(s) can move back into the Unit. Long-term transfers must be renewed every year, up to a maximum of five (5) consecutive years. The arrangement is subject to cancellation upon the mutual of agreement of both parties.

For Work, a one-time transfer will be allowed for a maximum of four (4) years.

6.12.4 Tenancy Agreement in force during Transfer

Upon receiving approval for a transfer, the Tenant(s) who will take over the Unit (the “transferee”) shall enter into a Tenancy Agreement with PMN, which shall apply while the transferee(s) occupies the Rent to Own Home. For temporary transfers, upon returning to the Rent to Own Home the original Tenant(s) (the “transferor”) shall enter into a new Rent-to-Own Agreement.

In situations where a Tenant has made arrangements for another Band member or individual to reside in a Rent to Own Home without approval, he/she will remain responsible for rent, any damage to the home and may be subject to eviction for breaching the terms of this Policy and/or the Rent-to-Own Agreement.

6.13 Transfer of Ownership of Rent-to-Own Unit

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

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

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

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

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

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

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

the Rent-to-Own Home through a new Rent-to-Own Agreement. At no time does the tenant gain any equity in the unit while the home is under mortgage.

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

- (a) meet all the eligibility criteria for a Rent-to-Own Agreement as set out in Sections 6.1 to 6.3 of this Policy; and
- (b) agree to pay Rent, without assistance from PMN or any social assistance program, for the minimum range of years stipulated in the table below, depending on the age of the Rent-to-Own Home at the time of re-allocation.

Age of Home when Tenant Began Occupation of the Unit (based on anniversary date of the mortgage)	Years of Payment Required
0 – 15 Years	Pay until end of the mortgage
15 + Years	10 Years

6.15 Death of Tenant

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

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

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

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

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

In addition, the *Paqtnekek Mi'kmaw Matrimonial Real Property Law December 17, 2014* will also apply to spouses who are non-members.

6.16 Marital Breakdown

If there is a marital breakdown in the context of a Tenancy Agreement with a Rental Unit the determination of which party will retain possession of the Rental Unit will be made in accordance with this *Paqtnekek Mi'kmaw Matrimonial Real Property Law December 17, 2014*.

6.17 Eviction

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

The PMN reserves the right to evict Tenants/Occupant(s) from Units in certain circumstances. Recommendations to evict a Tenant will be forwarded by the Housing Department to the Housing Committee for final decision.

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

Tenants/Occupant(s) may face eviction for:

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

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

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

with the Policy and/or the Rent-to-Own Agreement within one (1) year, the Housing Department will issue a notice of eviction for approval of the Housing Committee. The Housing Committee will review the recommendation for eviction and evict the Tenants of the Unit (“eviction action”).

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

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

1. making false declarations on a Housing Application that results in a housing allocation;
2. convicted of trafficking narcotics or carrying out other illegal business activities in or from a Band Unit;
3. Extraordinary Wilful Damage (over \$5,000); and
4. Neglect.

6.17.2 Repeatedly Causing a Nuisance or Public Disturbance

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

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

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

6.17.3 Rental Arrears

A Tenant may be subject to eviction for falling into rental arrears. Where the reason for eviction is rental arrears, the Tenant will also be advised that in order to qualify for housing in the future, the rental arrears must be paid in full. The policy and procedure with respect to rental arrears is outlined below in section 6.6 of this Policy.

6.17.4 Abandoned Unit

Tenants who have abandoned a Unit will be considered to have been evicted from the Unit. A Unit is deemed abandoned when the following occurs:

- The primary Tenant no longer resides in the Unit for a period of 30 days without approval; and
- Rental and/or utility payments for the Unit are in arrears for 30 days.

If a Unit is thought to be abandoned, the Housing Department will provide the Tenant with a written notice asking them to confirm their residency, and the Tenant will have 15 days to respond to the notice. In such cases where no response has been received, the house will be re-allocated by the Housing Committee based on the selection criteria and housing waiting list. Any arrears and damages shall be the responsibility of the tenant.

All Tenants are required to notify Housing in writing, 30 days prior to moving. If a Tenant moves out of a Unit without informing the Housing Department, the Unit will be deemed abandoned and re-allocated by the Housing Committee.

6.18 Vacating the Unit

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

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

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PART III – PRIVATELY OWNED HOMES

7.0 privately owned homes

Privately Owned Homes are homes that have been either built by a member on land held by certificate of possession and the homeowner has obtained a mortgage to build the home (Capital Home) or is a home transferred to a member pursuant to the terms of a Rent to Own Agreement. Tenant has assumed all responsibilities for the home. The care, maintenance and upkeep of a privately-owned home rests entirely on the owner of the home. With a privately-owned home acquired through a Rent to Own Agreement, PMN owns the land that the home is built upon. Given this, the homeowner is responsible for complying with all applicable PMN laws and policies.

7.1 General Duties and Responsibilities of Homeowners

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

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

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

7.2 Maintenance

Homeowners are responsible for carrying out all major and minor repairs to a Privately-Owned Home, including the replacement of fixtures and appliances, as well as repairs arising from normal wear and tear. The Housing Department is not responsible for any repairs or maintenance of Privately Owned Homes.

7.3 Insurance

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

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

7.4 Transferring

Members who own a privately-owned home with a certificate of possession will have to comply with the applicable terms of the Indian Act. Purchasers of a privately-owned home who require a mortgage and a Ministerial Guarantee, will be required to meet the requirements in section 11 of this policy. In certain circumstances, a Homeowner may be able to apply to transfer a Home to another Band Member. Transfers of privately owned homes acquired through a Rent to Own Agreement will require the consent of Council. A private homeowner wishing to transfer a home to another Band Member remains responsible for the Home until such a time as another Band Member enters into an agreement with the Homeowner with respect to the transfer of the Home.

Application & Procedure

To apply for a transfer or sell a home acquired through the Rent to Own program, the owner must submit a written request to the Band Administrator stating the reasons for the transfer and the persons who the home will be transferred.

Upon receiving a transfer application, the Housing Department shall review the application for completeness and submit the transfer applications to Council for approval. Council will use the following criteria to determine whether the home can be transferred or sold.

Criteria

- (a) home is being transferred to a PMN Member; and
- (b) Understands and agrees to assume all the rights and responsibilities of homeownership including maintenance, repairs & fire insurance.

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

7.6 Marital Breakdown

If there is a marital breakdown in the context of a Privately-Owned Home, the determination of which party will retain possession of the Home will be made in accordance with the this *Paqtnkek Mi'kmaw Matrimonial Real Property Law December 17, 2014*.

7.9 Death of a Homeowner

If there is a death in the context of an owner of a Privately-Owned Home, the determination of ownership of the home will be made in accordance with the members Estate and the *Paqtnkek Mi'kmaw Matrimonial Real Property Law December 17, 2014*.

PART IV – RENOVATION PROGRAMS

8.0 RENOVATION PROGRAMS

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

8.1 Residential Rehabilitation Assistance Program (RRAP)

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

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

Eligibility

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

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

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

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

Loans

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

Housing Arrangements

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

8.2 Home Adaptations for Seniors Independence (HASI)

Canada Mortgage & Housing Corporation (CMHC) offers funding under the HASI program for FN members 65 and over whom:

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

iii. the unit is their permanent residence.

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

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

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

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

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PART V – HOMEOWNERSHIP

9.0 ISC SECTION 10 MINISTERIAL LOAN GUARANTEE PROGRAM

The ISC Section 10 Ministerial Loan Guarantee Program is a key source of external funding available to eligible Members who wish to purchase, build or renovate a home on PMN Land. This section of the Policy sets out the eligibility requirements, policies and procedures for the program.

The program requires PMN to provide mortgage or loan guarantees. Any mortgage or loan given by PMN is at the discretion of Council and subject to PMN's available funds and/or credit. Providing a mortgage or loan guarantee is a financial risk for PMN and, for this reason, PMN may reject an application for a mortgage or loan guarantee at its sole discretion.

The ISC Section 10 Ministerial Loan Guarantee program is a CMHC program through which Borrowers can access financing for the construction, purchase and/or renovation of a single-family home on PMN Land. CMHC provides loan insurance to the approved lender and the loan is secured by a BCR from Council and a Ministerial Loan Guarantee from ISC.

All applicants will be required to sign a Security & Indemnity Agreement with PMN which stipulates that actions that will be taken by PMN in the event of mortgage default.

If repayment of a loan is not made, ISC will pay out the outstanding balance and then require repayment from PMN.

The Paqtnek Mi'kmaw Matrimonial Real Property Law December 17, 2014 also applies to this homeownership program.

9.1 Eligibility Criteria

To be eligible to apply for a Section 10 Ministerial Loan Guarantee, a Borrower must:

- (a) be a Member in good financial standing with PMN, having no Arrears or outstanding historical debt owing to PMN;
- (b) be at least eighteen (18) years of age,
- (c) be a first-time homebuyer;
- (d) have access to a lot, or have been granted use of the land by PMN;
- (e) contribute a minimum of 5% cash equity as down payment;
- (f) be able to satisfy the minimum requirements for taking out a loan with an approved lender (including a credit rating of 680 or higher and having a total debt servicing ration not exceeding 40% of gross monthly income);
- (g) be able to support repayment of the loan;
- (h) understand that no home may be transferred in the future to a Non-member; and
- (i) if the loan is for a renovation, agree to submit all receipts for expenditures to the Housing Department;

9.2 Pre-Approval

Borrower sends a written expression of interest to the Housing Department.

Once the Housing Department has verified that the Borrower, has access to land on PMN Land, PMN conducts an internal credit check to ensure that the Borrower has no outstanding accounts, such as

loans, rental Arrears or other debts. Outstanding accounts for the purpose of this process are accounts that have been outstanding for more than 30 days.

If the Borrower has an outstanding account, PMN must be satisfied that those debts have been settled or that the Borrower has negotiated a repayment plan with the PMN before the Housing Department will issue a Conditional Letter of Support.

- (a) If any outstanding accounts are too high, or if the Borrower refuses to settle those debts or enter debt repayment plans, the application is declined and no further action is taken on the file.
- (b) If the Borrower initiates a repayment plan for the outstanding accounts, PMN may at its discretion defer the application for six months to ensure that the Borrower abides by the repayment plan. If the Borrower is in good standing, the Housing Department will issue a Conditional Letter of Support to the financial institute stating that the PMN is prepared to guarantee the Borrower's mortgage provided they meet the lending requirements.

Only after the Borrower has received conditional support from the PMN can the Borrower apply for a pre-approved mortgage. The Borrower will be required to submit pay stubs, photo ID, and information regarding overall debt load.

- (a) Total Debt Servicing (TDS) ratio not to exceed 40%.
- (b) Gross up factor on income earned on-reserve will be applied.
- (c) Credit rating of 680 or higher.
- (d) Borrower must have good job tenure.
- (e) Borrower must demonstrate they have sufficient cash equity of 5%.

If the Borrower is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.

The Borrower will be required to obtain and maintain life insurance in an amount sufficient to cover the loan balance and naming PMN as the irrevocable beneficiary. If the Borrower is not eligible for life insurance, the application is declined.

9.3 Approval and Construction/Purchase

1. Identification of serviced lot.
2. A title search will be conducted to ensure that the lot is unencumbered, as well as to ensure the lot is surveyed and an environmental site assessment is completed, as per policies established by PMN.
3. If the borrower must sign the Security & Indemnity Agreement.
4. If the lot is currently held by the Borrower, the lot must be transferred to PMN and PMN will hold the Lot until the mortgage is fully discharged.
5. Borrower to provide evidence of a legally enforceable Will confirming his/her wish to dispose of his/her property upon his/her death. (Heir must be another PMN Member).
6. Borrower to provide financial institute and Housing Department with quote from contractor(s) along with verification of equity. Contractors must be reputable, qualified, have insurance and provide references. In addition, the contractor(s) must be registered and in good standing with WCB and must be capable of bridge financing construction. Loan advances prior to construction beginning are prohibited
7. Borrower provides site plan to PMN from where infrastructure is to be installed.

8. Home must be built to meet National Building Code (NBC).
9. Plans from local hardware stores may also be acceptable, provided they are engineered stamped.
10. Borrower requests Health Canada inspection of septic, if required.
11. Necessary loan documents forwarded to Chief and Council for final approval. Chief and Council issue BCR for Ministerial loan guarantee.
12. Contractor to provide proof of liability and/or construction insurance to PMN and Financial Institution.
13. Copy of builder's contract forwarded to PMN and lender and any related correspondence must be forwarded to Housing Department.
14. Construction begins.

All inspections will be established by the authority having jurisdiction. The qualified inspector is responsible for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation.

Equity must be drawn down first prior to the first loan advance being processed.

Final inspections for building, from Health Canada and Electrical (Hydro Declaration of Work Completion) must be provided to the Housing Department.

Proof of fire insurance provided by Borrower to financial institution prior to move in date.

PART VI – OTHER

10.0 COMPLAINTS

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

11.0 APPEALS

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

11.1 Grounds for Appeal

Decisions may be appealed on the following grounds:

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

Time shall be considered critical to the fair disposition of inquiries or appeals. Appeals are to be initiated by the Band Member/applicant within 14 days of being notified of the decisions that is being appealed.

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

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

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

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

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

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

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

12. Amendments to the Housing Policy

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

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

Amendment Number	Approval Date	Description

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

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

APPENDIX 1
Oath of Confidentiality Agreement
Housing Committee Member

I, _____, an appointed Housing Committee Member of the FN, hereby make an oath as follows:

1. For the term of my appointment, I will:
 - a. respect the integrity of my fellow Housing Committee Members in any decision-making process.
 - b. keep matters discussed that pertain to my service as a Housing Committee Member strictly confidential and will not disclose any confidential information without the prior written approval of FN Council and will not disclose confidential information to any 3rd party unless disclosure is required by law or a term of the FN Housing Policy.
 - c. act on behalf of those who have appointed me, and will serve the community with the best of my ability.
 - d. fulfill my duties to the best of my abilities and will carry out my duties in a diligent and timely manner.
 - e. I have read the FN Housing Policy and understand my duties and obligations of the Housing Committee and Housing Committee members.

Housing Committee Member Signature

Date

Housing Manager

Date

APPENDIX 2 – HOUSING APPLICATION

HOUSING RENTAL APPLICATION

Date of Application	
Name of Applicant	
Number of bedrooms needed	

1. Applicant Information

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

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

2. current residential and postal address?

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

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

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

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

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

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

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

5. **Employment History**

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

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

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

7. **Current Living Conditions:**

- a. The current dwelling poses a health and/ or safety risk to the occupants (must be supported by documentation such as inspection report or someone with authority)
 Provided detail:

- b. What is considered an overcrowded situation by the National Occupancy Standards (NOS): (NTD: item in this section can be moved to a note at the end of the document)

1. National Occupancy Standards' guidelines;

a. Suitable housing:

- i. Suitable housing has enough bedrooms for the size and make-up of resident households, according to National Occupancy Standard (NOS) requirements. Enough bedrooms based on NOS requirements means one bedroom for:
 - ii. each cohabiting adult couple;
 - iii. unattached household member 18 years of age and over;
 - iv. same-sex pair of children under age 18;
 - v. and additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom.

vi. A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).

c. The current household is overcrowded; please provide details with supporting documents by authoritative agent and using NOS's guidelines above.

d. Presently are you residing in temporary type housing situation? If yes provide details and how long:

e. Yes No

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

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

a. 1 bedroom 2 bedrooms 3 Bedrooms 4 Bedrooms

10. Gross Monthly Income:

Primary Applicant \$ _____/Month

Co-Applicant \$ _____/Month

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

11. Two Reference Letters from either:

a. Two landlord references are submitted (the references must be from the two most recent landlords).

i. Yes No N/A

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

i. Yes No N/A

Primary occupant (please print)	
Signed _____	Date: _____

Secondary occupant (please print)	
Signed _____	Date: _____

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

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

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

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APPENDIX 3 – HOME INSPECTION FORM

Unit Location: _____ Unit Number: _____

Inspection Type: Annual ____ Move Out ____ Move In ____

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

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

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

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

Inspection Completed By: _____
(Housing Department Representative)

Date:

Inspection Viewed By: _____
(Occupant)

Date:

APPENDIX 4 - SELECTION CRITERIA FOR RENTAL HOUSING

Name of Applicant: _____ Application Original ____ or Up-dated #: _____

Date Application Received: _____ Reviewed by: _____

Review Date: _____

An Application will not be scored until it is considered complete and updated annually.

	Selection Criteria	Points	Total Points
1.	Who is not eligible a) The applicant is under the age of 18; b) The application is incomplete; c) Application is over the 2 years old and has not been updated; d) The applicant cannot afford the unit and all personal expenses (see: attached expense sheet) Monthly income is Less than 3 X monthly rent; e) The applicant owes money to FN; f) The applicant has a history of not complying with the “Rental Agreement” g) Doesn’t meet the National Occupancy Standards.(over housed / over crowding)	Any Bullet with a check mark will disqualify the applicants application <input checked="" type="checkbox"/> for applicable	
2.	Duration the Application has been on the Housing Waiting List a) Updated application only, for each 6 months on the waiting list. Up to max 5 years	.25 point for every 6 months	
3.	Family Structure a) For each applicant’s child under the age of 18. b) Applicant is a single parent with dependents. c) Applicant and dependent(s) are members – point for each member. d) Number of household member(s) who require disabled access or special modifications _____.	1 point each	
4.	Current Living Conditions a) The current dwelling poses a health and/or safety risk to the occupants (must be supported by documentation such as inspection report). b) Applicant currently resides in a temporary housing situation (this must be justified with documentation from an authority or acceptable agent). c) The household is considered overcrowded per the National Occupancy Standards, *See below. (Must be justified with documentation from an authority or acceptable agent). d) Reference from previous landlord	1 point each	
5.	Household Income a) Applicant’s income affords all personal and housing related cost (monthly income is 3 X monthly rent) (Gross Monthly Income / Monthly Rent) b) Applicant does not owe money to FN. c) Applicant has confirmation from Income Assistance for Shelter component	2 points each	
	TOTAL For noting or commenting use back of this page.		

*National Occupancy Standards – enough bedrooms based on the following requirements means one bedroom for:

- Each cohabiting adult couple;
- Unattached household member 18 years of age and over;
- Same-sex pair of children under age of 18;
- And additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom. A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).
- A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).

APPENDIX 5 – RENT ARREARS 1ST NOTICE

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This notice is to inform you that your rent payment is 10 days past due. As you are aware, all rent is to be paid on or before the 1st working day of the month.

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

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

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

On Behalf of the FN Housing Department
Housing Manager

APPENDIX 6 – RENT ARREARS - 2ND NOTICE

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

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

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

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

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

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

On Behalf of the FN Housing Department
Housing Manager

APPENDIX 7 – RENT ARREARS FINAL NOTICE

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

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

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

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

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

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

On Behalf of the FN Housing Department
Housing Manager

APPENDIX 8 – EVICTION NOTICE

Date (dd/mm/yyyy): _____; Time: _____

Tenant's Name: _____

Rental Unit/Lot #: _____

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

- a. _____
- b. _____

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

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

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

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

On Behalf of the FN Housing Department
Housing Manager

APPENDIX 9 – REPAYMENT/ARREARS RECOVERY AGREEMENT

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

Agreement to repay arrears between

The Tenant(s): _____

-And -

First Nation)

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

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

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

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

APPENDIX 10 – VIOLATION NOTICE

Date (dd/mm/yyyy): _____

Occupant's Name: _____

Unit/Lot #: _____

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

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

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

On Behalf of the FN Housing Department
Housing Manager

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