



Netmizaaggamig Nishnaabeg

HOUSING POLICY
2024



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2. Part I –General

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

1.0 Introduction

1.1 Purpose

Netmizaaggamig Nishnaabeg (NN) has developed this Policy for the betterment of our community. A structured housing policy provides the Housing Department, Housing Committee, Chief & Council, Senior Management, and members with a framework to administer the housing program in a manner that is unbiased, meets the needs of members, fair and transparent. The overall purpose is to work towards providing safe affordable and energy efficient homes for NN members.

1.2 Goals

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

- a) build and provide access to safe, affordable and energy efficient housing that meets applicable building standards;
- b) 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;
- c) extend the useful life of the Band's existing Housing Stock;

1.3 Definitions

“Active Application” means an application that meets the Netmizaaggamig Nishnaabeg criteria for housing when submitted and updated annually by the applicant.

“Band” means the NN (Netmizaaggamig Nishnaabeg)

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

“Band-Administered Home” means a home that falls under the NN Housing Department and includes Section 95 Homes and Band Owned 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 NN.

“Band Member” means a member of NN in accordance with NN'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 NN.

“Community member(s)” means a person who resides within NN



“CMHC” means the Canada Mortgage and Housing Corporation.

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

“Emergency Housing” means transitional Units that provide temporary shelter for individuals. The structure is managed by the Housing Department and the tenants are identified based on emergency/crisis need as defined, on a case-by-case basis, by the Housing Committee.

“Emergency Housing List” is defined as a list of Individuals applying for emergency housing.

“Family” is defined as spouse, husband, wife, common-law partner, fiancé, son, daughter, parents, grandparents, grandchildren, stepchildren, step siblings, guardians, mothers/fathers, sisters/brothers in law.

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

“Homelessness” means people who live temporarily with others but without guarantee of continued residency or immediate prospects for accessing permanent housing.

“Homeless” is defined as a condition in which an individual or family lacks a fixed, regular, nighttime residence; resides in a public or private residence that is not designated or intended to be a regular sleeping accommodation; lives in a supervised shelter.

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

“Housing Committee” means a group of individuals that work within NN departments that have intimate knowledge of the community members housing situation(s).

“Housing Stock” means all Band-Administered Homes.

“Immediate Family” is defined as spouse – wife/husband/common law partner, parents, children, siblings, current foster family.

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

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

“Member” means a member of NN in accordance with NN’s membership list.

“Nation” means Netmizaaggamig Nishnaabeg.

“NN” means Netmizaaggamig Nishnaabeg.

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

“Over-Crowded “National Occupancy Standards’ means suitable housing has enough bedrooms for the size and make-up of resident households, according to National Occupancy Standard (NOS) requirements.



“Over-housed” Where the number of permanent occupants in the unit is less than the number of bedrooms in accordance with National Occupancy Standards.

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

“Policy” means the NN Housing Policy 2024.

“Privately Owned Home” means a home that is owned by a Nation Member, except the land, where the NN holds no responsibility to the home, which includes homes transferred to a Tenant under a previous CMHC Rent-to-own agreement.

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

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

“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.

“Service Fee” means a Band Owned Home that is not charged a rental fee, but charged a monthly fee for specific services, such as, septic empty, waste pick up and water hook up.

“SMT” refers to the senior management team.

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

“Temporary Transfer” means a transfer of the unit to another band member of less than one (1) year in duration.

“Tenant” means a NN Band Member who is an eligible applicant to enter into a Rental Agreement with NN to occupy a Band-Administered Home including Non-NN members with band member children.

“Unit” means a Band-Administered Home.

“Waiting List” means all active applications on file.



2.0 Authority and Application

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

- all existing and future Rental Units and band owned homes located on NN;
- All individuals who have made or will make an application for rental housing within NN lands; and
- All individuals currently occupying a Band Rental Unit.

3.0 Governance

The Housing policy is governed by the Housing Department; Housing Committee and supported by the chief and council.

3.1 Housing Department

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

3.2 Housing Department Roles and Responsibilities

The following functions are delegated to the Housing Department

- a) prepare agendas and take minutes for all Housing Committee meetings;
- b) prepare and present annual budgets to Chief & Council;
- c) ensure reports are prepared and presented to Chief & Council;
- d) advise the Housing Committee and governance committee on the implications of any transaction or policy changes.
- e) manage and carry out the day-to-day operations required to implement and oversee the housing program(s) and other related duties;
- f) complete inspections including photos of all work done on Band-Administered Homes, before and after work is done;
- g) accept Housing Applications;
- h) submit Housing Applications to Housing Committee for review;
- i) keep the Housing Committee and the SMT up to date on workshops, training, funding opportunities, and on any relevant correspondence;
- j) coordinate with NN finance department for the collection of rents and issuing of receipts;
- k) ensure monthly payments from Ontario Works and Payroll deductions are being made;
- l) update the Housing Committee and SMT on arrears;
- m) adhere to all applicable codes and guidelines, including building codes;
- n) Carry out annual home inspections
- o) prepare all notices, including arrears letters and repayment plans;
- p) maintain and update tenant files, the housing list and renovation requests;
- q) provide construction and renovation updates to the Housing Committee on an as needed basis;
- r) deliver a Basic Home Maintenance Workshop for all new Occupants before they get keys to a Unit;
- s) deliver fire safety sessions for all homes (new and existing);
- t) promote and manage the housing programs; and
- u) communicate decisions of the Housing Committee to the appropriate individuals.



3.3 Housing Committee Roles and Responsibilities

The Purpose of the Housing Committee (the "Committee") is to:

- a) develop Housing policies to recommend to Chief and Council;
- b) review and make recommendations for changes to the Housing policies on an annual or as needed basis;
- c) recommend tenant selection based on scoring provided by Housing staff;
- d) recommend major renovations in excess of \$50,000;
- e) provide advice to the Housing Department as requested by the Housing Manager; and
- f) review and hear appeals.

3.4 Committee members are responsible for:

- a) suggesting Agenda items and then preparing materials and acting as sponsor of that item at the Meeting;
- b) If unable to attend a meeting to notify housing staff immediately;
- c) preparing for meetings by reading materials prepared for each meeting and acquiring adequate information necessary for decision-making;
- d) actively participating in the Committee's deliberations;

3. PART II –Nation ADMINISTERED HOMES

Band Administered Homes are homes that fall under the NN Housing Department and includes Section 95 Homes, Rapid Housing and Band Rental Units. This does not include homes under a Service Agreement.

4.0 Band Rental UNITS

Band Rental Units are Band-Administered Homes where a tenant and NN enter into a Rental Agreement. NN is not responsible for rehousing/ providing accommodations for Tenant(s) under any circumstance as a result of a house fire, flooding etc.

4.1 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 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

A Housing Application Form (Appendix 1) 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. An application that has not been updated annually 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 eighteen (18) years of age, with the exception of a sixteen (16) or seventeen (17) year old Band Member who can demonstrate that he or she has withdrawn from parental control.

Income Requirement

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

Family Composition

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

If at any time after allocations have been awarded, and situations have changed within the family composition, the Housing Committee reserves the right to terminate the Rental 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 considered for another Rental Unit for a twelve (12) month period from the date of the eviction. In addition, all rental arrears must be paid in full for consideration for an acceptable application.

4.2 Priority for Rental Units

Priority for rental units is based on the following:

- a) Date of receipt of complete housing application
- b) Rental unit is adequate to the composition of family size;
- c) Emergency Housing List: If applicants are at risk of homelessness or are homeless, applicants who provide supporting documentation can be listed as priority under the Emergency Housing List.
- d) Applicants who are listed on the Emergency Housing List are given priority for allocation of the next available unit that is suitable for the family size.



Screening tool for Rental Units

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

The purpose of the screening criteria is to screen applicants based on 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 score. The point-rating guide assesses household size, present living conditions, references and financial circumstances.

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 assist who will be prioritized for housing in any particular budget year.

Selection Criteria- there are currently two systems used to determine rental unit assignment. The initial assessment is the Points system criteria appendix 6. The second system used is the dates of the active application received by the housing department.

4.3 Rental Agreement

The Rental Agreement (Appendix 5) has been developed to protect the Unit, the Tenant and NN. The Rental Agreement sets out the Tenant's obligations and the obligations of NN.

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

Two copies of the Rental 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 Rental Agreement will be renewed on an annual basis.

4.4 Rental Rates

NN Chief and Council set rental rates for Rental Units.

4.5 Payment of Rent

Rental payments will be used to protect the community's investment in its Housing Stock and to maximize housing resources.

The 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 Rental Agreement.

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



NN Housing Department will work with its associated entities such as WLLP to have rent deducted directly from employees and provided to NN. In addition, NN will work with social services programs to encourage these organizations to pay rent directly for their clients. that rent payments are made on their behalf. Any rent portion not covered by any social services programs (Ontario Works, ODSP) is the tenants' responsibility.

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

4.6 Rent Arrears

Rent is due on the 1st day of the month. The following procedures apply immediately after one rent payment has been missed.

- a) First notice (Appendix 7) will be sent to the Tenant(s) seven (7) business days after rent is due. Tenant(s) shall immediately pay the rental arrears in full or if agreed by the NN Housing Department, the tenants may enter into an Arrears Repayment Plan.
- b) if after fourteen (14) business days of the due date no payment has been received, a second-notice (Appendix 8) will be delivered along with a scheduled time for a meeting between the Tenant and the Housing Department to discuss the situation and to make arrangements for the repayment of the rental arrears by entering into an Arrears Repayment Recovery Agreement (appendix 11).
- c) If after twenty-one (21) business days of the due date no payment has been made, a Final Notice (Appendix 9) will be delivered to the Tenant advising the Tenant(s) that they have two (2) working days to make payment in full of the arrears plus the current month's rent. Where both the Tenant(s) and the Housing Department agree to Arrears Repayment Recovery Agreement (appendix 11) all repayment terms which will include the amount of each repayment instalment and the date the payment is due.
- d) As a last resort, if at the end of twenty-one (21) business days, the Tenant(s) has not made a payment or the Tenant has failed to enter into or comply with the terms of an Arrears Repayment Agreement, an eviction notice (Appendix 10) shall be delivered to the Tenant and the Tenant will have 48 hours to vacate the Rental Unit.
- e) Two consecutive payments as per the Arrears Repayment Agreement must be made prior to resuming eligibility for access to repairs and maintenance. Exceptions include repairs and maintenance that are health and/or safety related.
- f) If three Second Notices are issued in one fiscal year it is cause for immediate eviction.

4.7 General Duties and Responsibilities of Occupants/Tenants

All individuals who live in a NN 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 NN Laws, bylaws and policies, including the terms of this policy. In addition, all individuals who have signed an agreement with the NN Housing Department, including a Rental 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 Rental Agreement must enter into and sign a Rental Agreement to indicate that they have read and agree to be bound by the Policy. Occupants who refuse to enter into a rental agreement will face eviction. Upon execution of this policy all Rental Agreements must be updated, annually.

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

- a) attend the Basic Home Maintenance Workshop prior to moving into a Unit, if available;
- b) keep Units in good, clean and sanitary condition.
- c) Tenants shall be responsible for damage to the Unit;
- d) 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 12) to remove any garbage, junk cars and scrap, after which the Housing Department will remove the items at the Tenant's expense;
- e) 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;
- f) perform general upkeep on homes and prevent damage from occurring;
- g) respect the rights and privacy of neighbours;
- h) 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 NN;
- i) notify the Housing Department prior to building a fence or digging in a yard or using neighboring vacant lot as storage. This is to ensure that underground utility lines are not disturbed and property boundaries are respected;
- j) ensure that all utilities and other services are in a Tenant's name (has to be in primary tenants name), so as to ensure that utility and other companies do not forward bill(s) to the NN;
- k) carry insurance to cover personal property in the Unit. Should disaster strike, NN, including the NN Housing Department, will not be responsible for the loss of any personal property;
- l) indemnify and save harmless NN 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;
- m) refrain from making any improvements or alterations to a Unit, which may render void or voidable any policy of insurance held by NN generally and/or the NN Housing Department specifically; and
- n) immediately notify the Housing Department when planning to vacate or leave a Unit for more than 10 days (specifically from November to March to prevent pipes from freezing).
- o) Tenants must not:
 - p) switch or transfer Units;
 - q) assign or sub-let a Unit;
 - r) cultivate cannabis or other illicit drugs in or under a rental unit;



- s) 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;
- t) 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 NN Housing Department in writing (business activities cause excessive wear and tear and increases traffic in the area).

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

- a) sign a new Rental Agreement **on or before March 31** of each year. Only tenants **not** in arrears are permitted to sign a new Rental Agreement. The exception will be Tenants who have signed an Arrears Repayment Agreement;
- b) ensure that visitors and occupants also comply with all terms of the Rental Agreement and this Policy; and
- c) pay rent regularly and on time, as per the terms of the Rental Agreement and this Policy.

4.8 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:

- a) roof repairs,
- b) plumbing repairs,
- c) hot water tank replacement,
- d) electrical work,
- e) repairing Band-owned appliances (as long as they have not been damaged or overloaded),
- f) replacing broken windows (as long as they have not been damaged by the Occupant(s)), or tenants' visitor/s
- g) repairing floors, exterior doors and cabinet hardware and cupboards as needed.
- h) HVAC

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

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

Tenants will be subject to housing inspections 6 months after moving into new unit.

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 the



occupant fails to make the area accessible, maintenance will be deferred, unless deferral would cause a health and safety hazard.

Where tenants fail to provide access for external contractor(s) and/or service providers, tenants will be responsible for the cost of the contractor(s) and/or service visit.

4.9 Renovation of Rental Units

Tenants are not permitted to make any alterations, additions, or improvements to a Rental Unit. With out the NN Housing Departments explicit and written permission. A NN Housing Department inspector shall review any such plans, alterations, additions, or improvements to ensure it meets applicable codes.

In situations where permission has not been received, it will be the responsibility of the Tenants(s) to return the Rental Unit to its original condition at no cost to the Housing Department. Tenants will not be reimbursed for any improvements they have completed at their own expense.

4.10 Insurance

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

NN will pay all insurance premiums and deductibles for the insurance coverage for NN housing units (Excluding content insurance).

4.11 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:

- a) Occupants of the Unit;
- b) location of the Unit;
- c) where possible- how the fire was started;
- d) report of injuries or fatalities; and
- e) extent of damage to the house.

The Housing Department shall also:

- a) report to authorities, as required; and file an official Fire Report.
- b) If, in the opinion of the Fire Inspector, the fire was caused by willful negligence by the Tenant, Occupant or invitees then the Tenant(s) will be required for the cost of damages. Where the tenant refuses to pay damages, the Tenant(s) will be evicted. The tenant(s) must wait for five (5) years before they can re-apply for an NN Rental Unit. In cases of arson, tenants who are charged will not be eligible for rental housing in the future.



4.12 Regular Unit 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.

Tenants are expected to provide access to all scheduled inspections as per notice provided. If Tenants do not provide access for scheduled inspection, a violation notice will be issued informing the Tenant they are in breach of the Rental Agreement and are subject to eviction if they continue to not provide access to the unit. If the Tenant is not available, Housing Department representative(s) shall conduct inspection and shall provide photographs and sign the report.

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 NN, including a Rental 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.

4.13 Move-In Inspection

Note appendix 3 Inspection form.

- a) 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.
- b) The move-in inspection will be completed jointly by the Tenant and a representative(s) of the Housing Department. The Tenant(s) MUST be present during the inspection.
- c) The Housing Department representative(s) 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(s) and the Tenant(s). Photos to be included. A copy of the report will be provided to the Tenant.
- d) The move-in inspection will be reviewed after four (4) weeks of move-in date. This review will allow for any issues not apparent at time of move in to be documented and addressed.
- e) The housing department will inspect the rental unit 90 days after move in.

4.14 Move-Out Inspection

Note appendix 3 Inspection form.

- a) A move-out inspection will be completed by the Housing Department representative(s) 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.



- b) The Housing Department representative(s) must complete a unit condition inspection report (appendix 3). Both the Housing Department and Tenant(s) must sign the unit condition inspection report and the Housing Department must give the Tenant a copy of the report.
- c) The Housing Department representative(s) shall schedule 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.
- d) 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 NN 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.

4.15 Emergency Entry into Rental Unit

Where the NN Housing Department personnel deem it necessary to enter a Rental Unit without notice will be in response to emergency such as water, fire, condensation, brake-in, structural damage etc.

4.16 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 Rental Agreement to the deceased's next of kin, provided the next of kin is a NN Member and is a listed tenant on the Rental Agreement. Also that the next of kin is eligible to enter into a Rental Agreement; provided the family composition meets the needs as per unit size and is willing to enter into a Rental Agreement for the Rental Unit. The next of kin must enter into a Rental 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) children of the deceased Tenant who are over eighteen (18) years of age; and legal guardian of minor children.

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 NN Member, the Non-member Spouse may continue to occupy the Rental Unit with the NN Member child (or children) until child (or children) reach the age of 18 as per section 5.1.

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 NN Members), the non-member spouse may be allowed to continue to occupy the rental unit for up to six months, after which they may be required to vacate the unit at the discretion of



the Housing Committee.

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

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

4.17 Marital Breakdown

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

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

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

If there are children of the relationship who are NN Members, and custody is in dispute, the Housing Department will register the Rental Unit in the names of the Band Member children until such time as a custody agreement is made, or the dispute is formally resolved.

4.18 Marital Breakdown: Joint Tenants with no children

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

4.19 Marital Breakdown: Joint Tenants with children



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

If custody of the children is equally split between the Joint Tenants, the Housing Committee will meet with both parents and attempt to negotiate a resolution agreeable to the parties. If the parties cannot agree, each individual Joint Tenant will submit a new Housing Application (Appendix 2) to the Housing Department. The Housing Manager will review and score the applications in accordance with section 5.2 of this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and assign the Unit to the Joint Tenant with the highest score provided that Joint Tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the rental obligations on his/her own.

4.20 Marital Breakdown: Non-member Spouse with children

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

If the Tenant has primary care of the children, regardless of whether the children are NN Members, the Tenant will retain possession of the Rental Unit.

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

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

4.21 Eviction

Any Occupant who chooses not to enter into or renew a Rental Agreement with NN will be evicted. The NN 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 Rental Agreement;
- (b) repeatedly causing a nuisance or public disturbance;
- (c) failing to pay rent (rental arrears); and/or
- (d) abandoning a Unit.

4.22 . Breach of the Policy and/or a Rental Agreement

Tenants in a Unit may face eviction for breaching a term of this Policy and/or a term of a Rental 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 Rental 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 Rental 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 Rental Agreement.

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

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

4.23 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.

4.24 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.

4.25 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 unless tenant has notified the Housing Department of their absence.

Rent: and/or utility payments are unpaid for 30 days or more and the Tenant has not communicated with the Housing Department 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.

4.26 Over-Housed Household

Where the number of permanent occupants in the unit is less than the number of bedrooms in accordance with National Occupancy Standards, the household is considered over-housed. In such cases where a household is deemed to be over-housed, the First Nation may relocate the tenant(s) to a unit that suits their household size, if one is available.

The tenant will be provided with 90 days written notice of the relocation and the First Nation shall pay for the costs of moving the contents of the home. The tenant will be provided with a date of the relocation and details of the residence they will be relocated too. A new Rental agreement will be signed for the new residence.

National Occupancy Standards' means 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:

- a) each cohabiting adult couple;
- b) unattached household member 18 years of age and over;
- c) same-sex pair of children under age 18;
- d) 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.
- e) A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).



4.27 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 Rental Agreement, the Housing Department may obtain the services of the Sheriff 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 to remove all belongings, after which the Housing Department will store them up to 30 days after which the Housing department will discard them.

4. PART III – PRIVATELY OWNED HOMES

5.0 Privately Owned Homes

Privately Owned Homes are homes that have been either built by a member on land owned by NN or is a home transferred to a member pursuant to the terms of a previous Rent to Own Agreement or have not received major renovations and is no longer supported by CMHC subsidies. 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 or service agreement, the NN owns the land that the home is built upon. Given this, the homeowner is responsible for complying with all applicable NN laws and policies.

5.1 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 NN Laws, Bylaws and Policies, including the terms of this Policy. In addition, all individuals who have signed an agreement with the NN, 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:

- a) keep lot and surrounding areas clean and free of garbage, junk cars and scrap. Homeowners who do not meet this responsibility will be issued a “Violation Notice” (Appendix 12) to remove any garbage, junk cars and scrap, after which the Housing Department will remove the items at the Homeowner’s expense;
- b) respect the rights and privacy of neighbours;
- c) notify the Housing Department prior to building a fence or digging in a yard. This is to ensure that underground utility lines and septic field are not disturbed and property boundaries are respected;
- d) ensure that all utilities and other services are in a Homeowner’s name, so as to ensure that utility and other companies do not forward bill(s) to the NN;



- e) carry insurance to cover personal property in the Home. Should disaster strike, NN, including the NN Housing Department, will not be responsible for the loss of any personal property

5.2 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.

5.3 Insurance

Homeowners are responsible for insuring Privately Owned Homes with both fire and content insurance. NN is not responsible for any uninsured Privately-Owned Homes.

5.4 Transferring

Members who own a privately-owned home will have to comply with the applicable terms of the Indian Act. A private homeowner wishing to transfer a home to another NN Member remains responsible for the Home until such a time as another NN 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, the owner must submit a written request to the Housing Department stating the reasons for the transfer and the persons who the home will be transferred.

If the home is being sold, NN will have the right of first refusal to buy the home.

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

Criteria

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

5.5 Marital Breakdown

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



5.6 Death of a Homeowner

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

Members are encouraged to have a will stipulating who will inherit the home upon their death.

5. PART IV – RENOVATION PROGRAMS

6.0 Renovation Programs

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

6.1 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 NN Councils and NN 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 NN rental Homes may approach the Housing Department for more information on the availability of funding.

Eligibility

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

- a) Structural
- b) Electrical
- c) Plumbing
- d) Heating or
- e) 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 work with the tenants, where possible, to organize alternative housing for Tenant(s)/Homeowner(s) while renovations are being carried out.

6.2 Home Adaptations for Seniors Independence (HASI)

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

- a) have difficulty with daily living activities brought on by aging;
- b) have a total household income that is at or below a specified limit; and
- c) the unit is their permanent residence.
- d) The funds must be for minor items that meet the needs of the elderly homeowners and assist with mobility that could be, for example:
 - e) handrails;
 - f) bathtub grab bars and seats;
 - g) lever handles on doors;

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 with the Housing Department complete the HASI application, which will be forwarded to CMHC for approval.

6. PART V – OTHER

7.0 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.

7.1 Appeals

Tenants, Homeowners and NN Members may appeal decisions made under this Policy, including decisions of the Housing Department to the Housing Committee.

7.2 Grounds for Appeal

Decisions may be appealed on the following grounds:

- There was an error of fact.
- There was a procedural error.
- 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 NN Member/applicant within 15 days of being notified of the decisions that is being appealed.

For any appeal, the member shall initiate a preliminary inquiry into the issue by meeting directly with the Housing 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 the Housing Committee. 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 rationale for the decision, including how it complies with the Housing Policy, in writing to Housing Committee within 7 working days.

The Housing Committee 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 the appeal, the Housing Committee shall deliberate in a closed session and shall reach a decision.

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



PART VI – Amendments to the Housing Policy

9.0 proposed amendments

The Housing Manager and/or Housing Committee shall present proposed amendments using policy edit template (appendix 6) to the housing policy to the Governance Committee for approval. Amendments shall be presented to Council at a duly convened Council meeting. Approved amendments will be posted at the NN administration office and on the NN website for at least 30 days.

9.1 impacts

The policy, including amendments, will be available to members at the NN 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 90 days prior written notice of the rent increase.

9.2 conflict

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. keeps 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 the Housing Committee and will not disclose confidential information to any 3rd party unless disclosure is required by law or a term of the Housing Policy.
 - c. act on behalf of those who have appointed me and will serve the community with the best of my ability.
 - d. fulfills 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 Housing Policy and understand my duties and obligations of the Housing Committee and Housing Committee members.

Housing Committee Member

Date

Housing Manager

Date



Appendix-2 Housing Application 2024

Note:

- 1.This application is to be filled out by the individual who is the head of the household.
- 2.The applicant and co-applicant will need to provide a copy of photo-identification, preference of the Indian Registry Card, with their application.

Applicant's Name: _____

Date Of Birth: _____
Month/DD/YYYY

Current Address (Please provide Post office Box# if possible)

How Long at Current Address Months _____ Years _____

Telephone Number: _____

Email: _____

Is the applicant a NN Member?

Yes: _____

No: _____

Status # _____

Is this your first application for a NN rental unit?

Yes: _____

No: _____



If not, please indicate when you first applied (approximately).

Months _____ Years _____

Do you presently reside in a NN rental unit?

Yes: _____

No: _____ If yes, please explain why you are requesting another unit.

If you are not renting a NN rental unit, what are your present living arrangements?

Living with my family: _____

Other: _____

Co-Applicant Information

Co-Applicant's Name (If applicable): _____

Co-applicant Date of Birth: _____

Month/DD/YYYY

Is the Co-applicant a NN Member?

Yes: _____

No: _____

Status # _____



Please list the people that will be living with you in the rental unit.

Occupancy List

First Name	Last Name	M/F	Age	Relationship to you

Co-applicant must be a NN Member. If not, please put information under occupancy list.



source of income?

Sources of Income	Monthly Amount
Ontario Works	\$
Ontario Disability Support Program	\$
Employment Full-time or Part-time _____ Full-Time _____	
Length Of Employment Months _____ Years _____ Name of Employer:	Please Provide Copy of Paystubs
Self Employment	\$
Employment Insurance (EI)	\$
W.S.I.B (Short term)	\$
W.S.I.B (Long term)	\$
Canada Pension Plan (C.P.P) _____	\$
Old Age Security (OAS)	\$
War Veteran's Allowance	\$
Alimony/Child Support	\$
Other Income Specify:	
Total Monthly Income:	\$

Please Provide Proof of Income



Expenses

Monthly Amount

Rent	\$
Food/Groceries	\$
Cable/Internet	\$
Telephone	\$
Total Living Expenses	\$

Other Expenses

Monthly Amount

Car loan/Lease	\$
Insurance	\$
Clothing	\$
Entertainment	\$
Personal Items	\$
Total Other Expenses	\$

TOTAL MONTHLY EXPENSES:

\$

Are you able to pay these amounts within your current income and meet other family needs?

Yes: _____

No: _____



Do you owe any money to NN?

Yes: _____

No: _____

If yes, please note amount and reason for debt? (e.g. Unpaid rent)

Please note that you will be required to either repay or make payment arrangement for any amounts owing before being offered housing.

Statutory Declaration

I/We make the above, the following and all other, whether verbal or written representations, to the NN housing Department, knowing that they will be relied upon by the NN Housing committee to assess my eligibility for housing.

- 1. I/We have reported all income/expenses for this application.**
- 2. I/We have supplied the information in this application to the best of my/our knowledge and belief. All statements are true, and no information required to be given, has been withheld or omitted.**
- 3. I understand that I will be required to prove my ability to afford the expenses of the rental unit before being allowed a home.**
- 4. I understand that if I am selected for a home, I will be required to sign a detailed housing agreement before moving in.**
- 5. I understand that if I am offered a rental unit, I will be required to move in within 30 days of such offer, or the home will be allocated to another family.**
- 6. I understand that by submitting an application for housing does not guarantee that I will be allocated a rental unit.**



Consent to Disclose and verify information.

- 1. The disclosure of information contained in this application and associated documents and verification is done for the purpose of processing the application.**
- 2. I/We agree to provide any supporting material required for my/our application.**
- 3. I/We further consent to disclosing to any party personal information about any member of the household for the purpose of determining or verifying my/our eligibility for housing and related assistance.**
- 4. I/We consent to the release of any information NN Housing Department about any bank account, assets of any nature or kind held by me/us or on my/our behalf of any of my/our dependents or children temporarily in my/our care, alone or jointly with any other person in any financial institution.**
- 5. I/We further consent to the exchange of information with any department, Ontario Works delivery agent, a credit bureau, the Government of Canada, the Government of any other province or territory, the Government of Ontario, or any agency, Ministry or department of any of the foregoing, or any party in order to verify information for the purpose of determining or verifying initial or continued eligibility for housing.**
- 6. I/We understand that this consent will apply to inquiries made relating to my/our initial eligibility for, as well as my/our past and present housing and related assistance. I/We further understand that the inquiries may take the form of electronic data exchanges.**



NETMIZAAGGAMIG NISHNAABEG

UNSURRENDERED

Signature of Applicant

Witness

Signature of Co-Applicant

Witness

Date

Date



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		
Electrical-Light Switches and Plugins		
KITCHEN AREA		KITCHEN AREA
Fridge		
Stove		
Other Appliances		
Cupboards		
Countertops		
Plumbing		
Flooring		
Walls		
Doors		
Windows		
Electrical-Light Switches and Plugins/GFI plugs		



DINING ROOM		DINING ROOM
Flooring		
Walls		
Windows		
Electrical-Light Switches and Plugins		
LIVING ROOM/HALL		LIVING ROOM/HALL
Walls		
Flooring		
Doors/Doorways		
Windows		
Electrical-Light Switches and Plugins		
BATHROOM		BATHROOM
Toilet		
Basin/Taps		
Shower Bathtub Taps		
Flooring		
Doors		
Walls		
Plumbing		
Electrical-Light Switches and Plugins/GFI plug		



BEDROOM #1	Condition- (Good/Clean, Damaged, Missing, Not Clean)	BEDROOM #1
Closet		
Walls		
Flooring		
Doors/doorways		
Windows		
Electrical-Light Switches and Plugins		
BEDROOM #2	Condition- (Good/Clean, Damaged, Missing, Not Clean)	BEDROOM #2
Closet		
Walls		
Flooring		
Doors/doorway		
Windows		
Electrical-Light Switches and Plugins		
BEDROOM #3	Condition- (Good/Clean, Damaged, Missing, Not Clean)	BEDROOM #3
Closet		
Walls		
Flooring		
Doors/doorway		
Windows		
Electrical-Light Switches and Plugins		
Storage room/Crawl Space	Condition- (Good/Clean, Damaged, Missing, Not Clean)	
Washer		



Dryer		
Hot water tank		
Crawl Space		
Other	Condition- (Good/Clean, Damaged, Missing, Not Clean)	AREA
HVAC Unit		
HRVAC Filters		
Furnace Unit		
Furnace Filters		
Electrical-Light Switches and Plugins		
FIRE SAFETY	Condition- (Good/Clean, Damaged, Missing, Not Clean)	ALL LEVELS
Smoke detectors		
Carbon Monoxide detectors		
Chimney		
Wood Stove/Pellet stove		
Exterior	Condition- (Good/Clean, Damaged, Missing, Not Clean)	AREA
Siding		
Sofit/rain gutters	Dryer vents	
Roof	Septic lids and area	
Deck	Outside water tap	
Electrical-Light Switches and Plugins		
Foundation		



NETMIZAAGGAMIG NISHNAABEG

UNSURRENDERED

Inspection Completed By: _____

(Housing Department Representative)

Date:

Inspection Viewed By: _____

(Occupant)

Date:



Appendix 4- **CONDITIONAL OFFER**

_____:

RE: _____ CONDITIONAL Offer of Tenancy _____ Street

Thank you for your application to the Netmizaaggamig Nishnaabeg community housing program.

I am pleased to advise you that we are prepared to make you an offer of tenancy as follows:

- The address of the rental unit is _____: Street, Mobert, Ontario;
- This is a rental unit that is owned by the Netmizaaggamig Nishnaabeg;
- You will be renting the home and it will remain the property of the Netmizaaggamig Nishnaabeg;
- The monthly rent for the unit will be \$377/month, which may be adjusted from time to time by the NN Chief and Council with advance written notice provided as set in NN policy 5.4.
- **Prior to being allowed to move in, you will be required to meet all of the following conditions:**
 - You will be required to sign a rental agreement;
 - You will be required to submit your banking information to be kept on file should the band need to set up an automatic withdrawal from your bank account to collect the rental payment;
 - You will be required to transfer the Hydro One account into your name;
 - You will be required to complete and sign an inspection report confirming the condition of the home at the time you moved in;
 - You will be required to complete an orientation and training session on the proper care and operation of the home;
 - You will be required to move in to and maintain full-time occupancy of the unit by _____
 - This is a month to month Rental Agreement **for the first six (6) months, which** is a probationary period. The probationary period is your opportunity to demonstrate that you are committed to taking proper care of the home that you are being trusted with and that you understand and are able to meet all of the terms and conditions of this agreement.
 - You agree to participate in a mandatory tenant training workshop prior to or within the first thirty (30) days of your Tenancy.
 - This agreement will automatically terminate and you will be required to move out of the rental unit if you:
 - Do not pay your rent on time and in full, each and every month;



- Do not pay your hydro bills on time and in full, each and every month;
- If you cause any damage, other than normal wear and tear, to the interior or exterior of the home; or
- If you do not meet any other terms and conditions of this Agreement.

The NN Housing Department wants to support you to be a successful tenant. You are strongly encouraged to contact the NN Public Works and NN Housing Department if you encounter any problems with the home or meeting your commitments.

- Before the end of the six-month period, you will be required to:
 - a) Complete an inspection of the rental unit with the NN Housing Department; and
 - b) Provide evidence that your hydro accounts are paid and up-to-date;
 - c) Complete a mandatory interview with the Housing Coordinator to review the results of the inspection and discuss any issues.

After the mandatory interview, you will be provided with a letter from the NN Housing Department that will advise you whether or not you passed the probationary period.

If you pass the probationary period, this Agreement will be extended and remains in effect until such a time as it is terminated by you or the NN Housing Development as per this Agreement.

If you do not pass the probationary period, you agree to move out of the rental unit within seven (7) days of being notified of this decision.

- Any other conditions _____

Please note that you will not be allowed to move into the rental unit until all of the above conditions are met.

If you are in agreement with the terms and conditions noted above, please sign and return this letter to

me by _____. We can then work through the other requirements.



NETMIZAAGGAMIG NISHNAABEG

UNSURRENDERED

Please be advised that unless you meet the deadlines and conditions set out in this letter, the rental until will be reallocated to another eligible applicant and you will need to reapply for future housing vacancies.

Miigwetch,

Netmizaaggamig Nishnaabeg

I _____, agree to the terms and conditions as set out in this **CONDITIONAL** letter of offer.

Name

Signature

Date Signed

Approximately 6 months after move in an inspection will take place.



Appendix 5-Rental Agreement

This Rental Agreement is made on _____, 20__

BETWEEN:

Netmizaaggamig Nishnaabeg

(the “NN”)

AND:

(the “Tenant”)

Being collectively the parties (the “Parties”) to this agreement.

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS AGREEMENT, THE SUFFICIENCY OF WHICH IS AGREED TO BY BOTH PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. APPLICATION OF the NN NATION HOUSING POLICY

- a) NN administers its rental housing program pursuant to the NN Housing Policy (the “**Housing Policy**”), which applies to and forms part of this agreement. By signing this agreement, the Tenant acknowledges that he or she has read the NN Housing Policy and agrees to be bound by both the terms of this agreement and the Housing Policy, as amended from time to time. In the event of any inconsistency between this agreement and the Housing Policy, this agreement shall prevail.

TENANT INFORMATION

Primary Tenant

Full name:

Mailing Address:

Phone #1:

Phone #2:

Email Address:

Status No:

Co-Tenant (if applicable)



Full name:

Mailing Address:

Phone #1:

Phone #2:

Email Address:

Status No.:

2. THE RENTAL PROPERTY

- a) The NN Housing Department holds the right of possession to the rental property known as:

Address:

Hydro account

Hydro Meter #

(the “**Rental Unit**”)

3. AGREEMENT TO RENT

- a) The NN agrees to rent the Rental Unit to the Tenant for use and occupation as a residential dwelling on the terms and conditions set out in this agreement, and the Tenant agrees to rent the Rental Unit and pay Rent to NN in accordance with these terms.

4. CHANGES TO THIS AGREEMENT

- a) The Housing Department may make changes to this agreement from time to time and, subject to paragraph 4(b), any change or addition to this agreement must be agreed to in writing by the Parties and appended to this agreement.
- b) Notwithstanding paragraph 4(a), NN may amend or alter this agreement at its sole discretion and without the Tenant’s agreement or consent as it applies to the following:
- i) an increase to Rent;
 - ii) a withdrawal of, or a restriction on, a service or facility;
 - iii) eviction for cause;
 - iv) pets;
 - v) access and inspection for purposes of health and safety; and
 - vi) access for purposes of asset protection and maintenance.

5. AUTHORIZED OCCUPANTS

- a) Only the following persons are authorized to occupy the Rental Unit on a permanent basis (continual residence for a period of 21 or more days):



Name	Relationship to Applicant	Birth Date	Gender

(collectively, the “Authorized Occupants”)

- b) The Housing Department shall not unreasonably prevent the Tenant from having guests in the Rental Unit.
- c) The Tenant may permit visitors to stay at the Rental Unit for up to 20 consecutive days.
- d) The Tenant may request in writing the Housing Department’s consent to amend the list of Authorized Occupants to add or remove persons from the list. If the Housing Department agrees, such consent shall be given in writing and appended to this agreement, along with the amended list of Authorized Occupants.
- e) The Tenant shall be responsible for the actions of all Authorized Occupants and guests. If the Tenant allows persons who are not Authorized Occupants to occupy the Rental Unit on a permanent basis without NN’s prior written consent, then the Tenant shall be in default under this agreement and may be evicted for cause.

6. TERM AND TERMINATION

- a) The Tenant’s right to occupy the Rental Unit starts on the ____ day of _____, 20____, and expires on the 31st of March immediately following that date (the “Term”).
- b) Provided that the Tenant is in compliance with the terms and conditions of this agreement and the Housing Policy, the Parties may renew this agreement for a period of one year, expiring on March 31st of the year immediately following the date of renewal at the end of the Term (the “Subsequent Term”) and at the end of each Subsequent Term thereafter.
- c) If the Tenant does not wish to renew this agreement upon the expiry of the Term or Subsequent Term, the Tenant shall provide the Housing Department with written notice of non-renewal 30 days prior to the end of the Term or Subsequent Term and shall vacate the Rental Unit at the end of the Term or Subsequent Term in accordance with section (b) of this agreement.
- d) Notwithstanding paragraph 4(c), if the Term begins after March 1st, the Tenant may give NN written notice of non-renewal at any time during the Term and shall vacate the Rental Unit at the end of the Term in accordance with this agreement.
- e) If the Parties do not renew this agreement at the end of the Term or Subsequent Term, and the Tenant has not given written notice of non-renewal, then a new tenancy from month to month shall be created and shall be subject to the terms and conditions of this agreement insofar as they are applicable to a month-to-month tenancy.



- f) NN may terminate a month-to-month tenancy created pursuant to paragraph 4(e) at any time upon giving the Tenant 30 days written notice of termination.
- g) The Parties may mutually agree in writing to terminate this agreement at any time during the Term or Subsequent Term, and such agreement will specify the date on which the Tenant will vacate the Rental Unit.
- h) NN may terminate this agreement for cause at any time in accordance with section 12 (Eviction) of this Agreement.
- i) The Tenant may terminate this agreement at any time by providing 30 days' written notice to the NN and is responsible for payment of any Rent coming due within the 30-day period. Such written notice must:
 - i) include the address of the Rental Unit;
 - ii) include the date of termination; and
 - iii) be signed and dated by the Tenant.
- j) The Tenant acknowledges and agrees that once notice of termination has been given by either Party to the other, NN may enter the Rental Unit to show the Rental Unit to prospective tenants upon 24 hours written notice to the Tenant. The Tenant shall be liable for any damages NN may experience, including but not limited to lost rent, for any interference or obstruction by or on behalf of the Tenant with NN's efforts to enter the Rental Unit for this purpose.
- k) If the Tenant moves out of the Rental Unit without providing 30 days' notice as required under this agreement, he or she shall be responsible for paying the Rent for the following month.

7. RENT

- a) The Tenant agrees to pay rent in the amount of \$_____ to NN on the 1st day of business day of the month (the "Rent"). This paragraph is subject to any Rent increases given in accordance with this agreement and the Housing Policy.
- b) The Tenant shall pay the first month's Rent to NN prior to moving into the Rental Unit.
- c) Where the Term begins on a day that is other than the first day of a month, then the Tenant shall pay to NN a pro-rated Rent of \$_____ prior to moving into the Rental Unit to cover the period beginning on the ____ of _____ and ending on the last day of such month.
- d) NN will accept payment by cash, certified cheque, money order or EFT Payment is to be made at the Finance Office in the First Nation administration building.
- e) NN may review the Rent each year on the anniversary date of this agreement and may increase the Rent for the following year.
- f) NN shall give the Tenant at least three months written notice before the date any Rent increase is to become effective.
- g) Where there is more than one Tenant under this agreement, each Tenant is jointly and severally liable for the full amount of the Rent.
- h) The Rent includes the following equipment and services (check all that apply):

<input type="checkbox"/>	Water	<input type="checkbox"/>	Stove and oven
<input type="checkbox"/>	Sewer	<input type="checkbox"/>	Refrigerator



	Garbage pick-up		Washer
	Heating System (specify, e.g. baseboards, woodstove, furnace, heat pump):		Dryer
	Other (specify):		

- i) The Rent does not include electricity, heat/fuel, cable/internet or telephone. The Tenant is solely responsible for arranging and paying for any and all equipment and services not included in the Rent.
- j) If the Tenant receives regular payments of wages or honoraria from NN payroll, or is otherwise on NN's payroll, then the Tenant agree that NN will deduct the Rent from the Tenant's wage or honorarium cheques.

Initials: NN Tenant

8. FAILURE TO PAY RENT/RENTAL ARREARS

- a) The Tenant must pay the Rent on time. Rent is late and in arrears if the full amount is not paid on or before the day it is due.
- b) If the Tenant fails to pay the Rent on time, NN shall send the Tenant a first notice 7 days after the date the Rent came due. The Tenant shall immediately pay the rental arrears in full or meet with NN to enter into an Arrears Recovery Agreement.
- c) If no payment has been received or no Arrears Recovery Agreement is made within 20 days after the date the Rent came due, a second notice shall be delivered along with a scheduled time for a meeting between the Tenant and the Housing Manager to discuss the situation and to make arrangements for the repayment of the rental arrears by entering into an Arrears Recovery Agreement.
- d) If no payment has been received or no Arrears Recovery Agreement has been entered into within 30 days after the date the Rent came due, final notice shall be delivered to the Tenant.
- e) If 10 days after the date of the final notice, 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.

9. USE OF THE RENTAL UNIT

- a) Subject to this agreement, the Tenant shall not use, or permit others to use, the Rental Unit for any purpose other than as a residential dwelling.
- b) The Tenant shall not operate, or permit others to operate, a home-based business from the Rental Unit without the prior written permission of NN.
- c) The Tenant shall not sell, or permit others to sell, drugs, alcohol or any illicit goods or services from the Rental Unit. If NN determines, in its sole discretion and acting reasonably, that a person residing at the Rental Unit is selling drugs, alcohol or any illicit goods or services from the Rental Unit, then NN may terminate this agreement for cause.



- d) The Tenant shall not disturb the peace, and shall not permit others to disturb the peace, in or around the Rental Unit. If NN determines, in its sole discretion, and acting reasonably, that a person residing at the Rental Unit has a pattern of behavior that persistently disturbs the peace in or around the Rental Unit, then NN may terminate this agreement for cause.
- e) The Tenant shall not make any alterations to the Rental Unit, or to the use and occupation of the Rental Unit, without the prior written permission of NN.

10. PETS

- a) All pets must be in compliance with the NN pet by-law.
- b) Tenants are responsible for any and all damage incurred by pets.

11. SUBLEASING THE RENTAL UNIT

- a) **In accordance with the Housing Policy, under no circumstances is the Tenant permitted to sublease the Rental Unit.**

12. EVICTION

- a) If the Tenant fails to perform or observe any of his or her covenants in this agreement or in the Housing Policy, or otherwise breaches the terms of this agreement or the Housing Policy, NN may terminate this agreement for cause and issue an eviction notice, and thereupon the tenancy and the Tenant's rights under this Agreement shall cease absolutely, without right of re-entry, and NN or its agent may re-enter the Rental Unit or any part of it, and thereafter have, possess and enjoy it as if this agreement had not been made.
- b) Without limiting the generality of the preceding paragraph 14(a), NN may, at its sole discretion, issue an eviction notice if one or more of the following applies:
 - i) If NN determines that the Tenant made false declarations on his or her housing application and was allocated the Rental Unit as a result of the false declarations;
 - ii) the Tenant, an Authorized Occupant and/or guest is engaging in illegal activities in the Rental Unit;
 - iii) the Tenant, an Authorized Occupant and/or guest has caused willful and/or extraordinary damage to the Rental Unit and/or NN's property within the Rental Unit;
 - iv) the Tenant, an Authorized Occupant and/or guest has caused a nuisance or an on-going disturbance to the community or has adversely affected or is likely to adversely affect the health, safety or well-being of the community;
 - v) There are no Authorized Occupants who are NN members and have not been approved for a rental unit.
 - vi) the Tenant does not repair, clean and/or maintain the Rental Unit as required under this agreement; and/or
 - vii) the Tenant has failed to comply with a material term of this agreement.
- c) Upon receiving an eviction notice, the Tenant shall have 24 hours to vacate the Rental Unit and shall leave the Rental Unit in the condition required under paragraph 12(b) of this agreement.



13. CONDITION INSPECTIONS

- a) NN and Tenant shall jointly inspect the condition of the Rental Unit:
 - i) upon execution of this agreement and prior to the Tenant moving into the Rental Unit;
 - ii) at any time when the Tenant starts keeping a pet during the tenancy;
 - iii) at the end of the tenancy;
 - iv) at any time as may be required by CMHC; and
 - v) at any other time as NN may reasonably require.
- b) NN may enter and inspect the Rental Unit at any time and for any reason with 24 hours prior written notice to the Tenant.
- c) NN may enter and inspect the Rental Unit without notice to the Tenant if one or more of the following applies:
 - i) there is an emergency, and the entry is necessary to protect life or property;
 - ii) the Tenant gives NN permission; or
 - iii) There is evidence that the Tenant has abandoned the Rental Unit for a period of 30 or more consecutive days.

14. VACATING THE RENTAL UNIT

- a) The Tenant shall deliver up vacant possession of the Rental Unit to NN on or before 1:00 p.m. of the day the tenancy and this agreement are deemed to end (the “**Termination Date**”). Vacant possession means removing all persons and personal possessions from the Rental Unit and the premises and returning all keys and access devices to NN.
- b) On or before the Termination Date, the Tenant shall leave the Rental Unit in a clean, undamaged condition to facilitate immediate re-rental. Re-rentable condition means:
 - i) floors and walls are cleaned and washed;
 - ii) all electric light bulbs functioning and in place
 - iii) all light fixtures whole and undamaged;
 - iv) refrigerator and/or freezer cleaned of all food and stains and defrosted;
 - v) range cleaned and free of all grease/debris inside and out, and in working order.
 - vi) all surfaces cleaned and all storage fixtures (cabinets, closets, etc.) empty and clean;
 - vii) all garbage removed from Rental Unit;
 - viii) washer and dryer cleaned inside and out; and
 - ix) all debris cleaned out from under or behind any appliances.
- c) The Tenant shall be liable for any expense or loss incurred by NN due to the failure of the Tenant to vacate the Rental Unit promptly and as required, or to leave it in an immediately re-rentable condition.

15. INSURANCE AND INDEMNITY

- a) The Tenant is solely responsible for insuring his or her own personal property at his or her own expense against loss from any and all causes. NN, including the NN Housing Department shall in no event be responsible for the loss, destruction, theft of, or damages to such property.
- b) The Tenant shall indemnify and save NN harmless from all liabilities, fines, suits and claims of any kind for which NN may be liable or suffer by reason of the Tenant’s occupancy of the Rental Unit.



- c) The Tenant shall not do, or omit to do, anything which may render void or voidable any policy of insurance held by NN generally and/or the First Nation Housing Department specifically.
- d) NN shall maintain replacement insurance for the Rental Unit in case of damage or destruction caused by fire, earthquake, flooding or other act of God.
- e) The Tenant shall be responsible to pay the deductible on NN's insurance for any claims arising as a result of willful damage to the Rental Unit caused by the Tenant, an Authorized Occupant and/or guest.

16. MAINTENANCE

NN Responsibilities

- a) NN shall perform and/or bear the cost of repairs that are deemed to be NN's responsibility under the terms of this agreement and as detailed in Schedule "A" to this agreement.
- b) NN is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Unit, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- c) Subject to paragraph 16(b) and funding availability, NN is responsible for the following major repairs and replacements:
 - i) roof repairs;
 - ii) plumbing repairs;
 - iii) hot water tank replacement;
 - iv) electrical system repairs;
 - v) major structural repairs;
 - vi) electrical fixture replacement;
 - vii) repairing or replacing appliances owned by NN;
 - viii) replacing broken windows;
 - ix) repairing and replacing floors, doors and cupboards;
 - x) repairing or replacing locks;

 - xi) repair of damage or vandalism that has been reported to NN by the Tenant within 24 hours or first business days of its occurrence, that is not attributed to the negligence or willful act of the Tenant, another Authorized Occupant, or guest of the Tenant, as determined by NN, acting reasonably; and
 - xii) any other major repairs or replacements deemed reasonable by NN

(collectively, the "**NN Repairs**").
- d) The Tenant shall provide NN with written notice of any NN Repairs that may be required and NN shall have a reasonable time to perform NN Repairs.
- e) The Tenant shall ensure that any area where NN is to perform Repairs is safe and free of clutter, waste and/or other hazards that could render the performance of NN Repairs hazardous. Repairs prioritize based on safety and need.

Tenant Responsibilities

- f) The Tenant shall be directed to carry out and/or bear the cost of repairs that are deemed to be the Tenant's responsibility under the terms of this agreement and as detailed in Schedule "A" to this agreement.
- g) The Tenant is responsible for general maintenance, cleaning, decorative repairs, and minor day-to-day repairs and replacements and is solely responsible for the carrying out and/or bearing the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest. All work must be carried out to an acceptable standard of the Housing Department.
- h) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within a reasonable time, NN may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- i) The Tenant shall keep the grounds surrounding the Rental Unit clean, the grass cut and free of refuse, animal waste, uninsured and/or inoperable vehicles or vessels, vehicle parts, equipment, appliances, and debris such as building materials. If NN has to remove any of these items or do yard clean up, then the Tenant will be invoiced the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- j) The Tenant is not responsible for replacements or repairing damage that is caused by normal wear and tear. For greater clarity, normal wear and tear is unavoidable deterioration to the Rental Unit and its fixtures that naturally and inevitably occurs as a result of normal use or aging and includes, a few nail holes, and some fading or yellowing of paint.
- k) Normal wear and tare do not include broken windows, broken doors or gouges in walls, infestations caused by pets or negligence, pet scratches on molding or doors, or damage caused by the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- l) The Tenant shall immediately report all damage to the Rental Unit to NN within 24 hours or first business days, or immediately if the damage is in relation to an accident, break or defect in water, heating or electrical systems, or is otherwise of a nature sufficient to constitute an emergency.
- m) The Tenant shall be responsible for all costs, including applicable insurance deductibles, associated with repairs to the Rental Unit and/or replacement of any fixtures and/or appliances, where the damage has been caused or permitted to occur from the willful or negligent conduct of the Tenant, an Authorized Occupant or a guest.
- n) NN may require the Tenant to undertake reasonable repair or maintenance on the Rental Unit by written notice within a specified time where the repair or maintenance is the responsibility of the Tenant under this agreement.
- o) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within the time specified in the notice given under paragraph 16(n) NN may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- p) NN may charge any amounts owing for invoices given to the Tenant under this section as Additional Rent and any such Additional Rent shall be payable as Rent in accordance with this Rental Agreement.



- q) The Tenant must receive written permission from NN prior to making any major repairs, alterations, additions or improvements to the Rental Unit and, where applicable, is responsible for obtaining any permits or licenses required under any NN policy or law.
- r) If the Tenant makes an alteration, addition or improvement to the Rental Unit without first obtaining permission from NN, the Tenant shall be solely responsible for returning the Rental Unit to its original condition at the Tenant's own expense and at no cost to NN. The Tenant shall not be reimbursed for any alteration, addition or improvement he/she completed at his/her own expense.
- s) Except where otherwise agreed to in writing by the Parties, all improvements to the Rental Unit will become the property of NN upon the termination of this agreement.

17. EMERGENCY REPAIRS

- a) **“Emergency Repairs”** are repairs that are urgent and necessary for the health and safety of persons or the preservation or use of the Rental Unit, and are limited to repairs to:
 - i) major leaks in pipes or the roof;
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures;
 - iii) the primary heating system;
 - iv) the electrical system;
 - v) deficiencies to the integrity of the structure; and
 - vi) any other damage that poses an immediate and urgent jeopardy to the Rental Unit or to the health and safety of persons.
- b) NN shall post and maintain in a conspicuous place at the Rental Unit, or give to the Tenant in writing, the name, telephone number and email address of the designated contact person for Emergency Repairs.
- c) If Emergency Repairs are required:
 - i) the Tenant shall contact the designated contact person immediately and without delay;
 - ii) the Tenant will make at least two attempts to contact the designated contact person, and shall give NN a reasonable time to complete the Emergency Repairs;
 - iii) if NN does not complete the Emergency Repairs within a reasonable time, the Tenant may undertake the Emergency Repairs, and claim reimbursement from NN upon presentation of a receipt; and
 - iv) NN may take over completion of the Emergency Repairs from the Tenant at any time.

18. LOCKS & FORCED ENTRY

- a) NN shall not change locks or other means of access to the Rental Unit except in the case of eviction or of forced entry by a third party.
- b) If the Rental Unit locks or door frame are damaged as a result of forced entry by a third party, NN shall repair the locks, hardware, door and/or frame. NN will determine responsibility for cost on a case-by-case bases.
- c) The Tenant shall not change locks or other means of access to the Rental Unit, without NN's prior written consent.



19. QUIET ENJOYMENT OF THE RENTAL UNIT

- a) For the duration of this agreement, the Rental Unit is the Tenant's home, and the Tenant is entitled to quiet enjoyment and exclusive use of the Rental Unit, reasonable privacy, and freedom from unreasonable disturbance.

20. ABANDONMENT

- a) The Rental Unit is deemed to be abandoned if the Tenant has been absent from the Rental Unit for 30 or more consecutive days without the notifying NN Housing Department and if the Rent and/or utility payments are unpaid for 30 days or more.
- b) If the Rental Unit is abandoned, this agreement is terminated, and NN may re-enter the Rental Unit and such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.
- c) If the Tenant leaves any personal property at or in the abandoned Rental Unit, the Housing Department may dispose of the personal property within 30 days.
- d) If the Rental Unit is abandoned, the Tenant shall be liable to NN for:
 - i) Rent for the month following the date the Rental Unit is deemed abandoned and any outstanding rental arrears.
- e) NN may apply any proceeds of disposition of the Tenant's personal property to the costs and debts set out in paragraph 20 (d) and may claim for any deficiency outstanding, and recovery of these amounts shall constitute arrears recoverable by NN as a consequence of the breach of this agreement by the Tenant.

21. LIABILITY

NN shall not, in any event whatsoever, be liable or responsible in any way for:

- i) any personal injury or death that may be suffered or sustained by the Tenant, an Authorized Occupant, or any agent or guest or any other person who may be in or at the Rental Unit;
- ii) any loss or damage or injury to any property, including cars and contents thereof belonging to the Tenant, or to an Authorized Occupant or to any other person while such property is at or in the Rental Unit;
- iii) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Rental Unit, or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;
- iv) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
- v) any damage to or loss of any property left at or in the Rental Unit subsequent to the Tenant giving up possession of the Rental Unit whether or not said deliver of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by NN or any other person; or



- vi) any damage to or loss of property incurred by the Tenant as a result of an Act of God, including but not limited to the following: severe storm; lightning; flood; earthquake; tornado infestation of vermin; and insects.

22. NN TO GIVE TENANCY AGREEMENT TO TENANT

NN shall give the Tenant a copy of this agreement promptly and in any event within 21 days of executing the agreement.

23. RESOLUTION OF DISPUTES

- a) If there is a dispute between the Parties with respect to the rights and obligations of the Parties under this agreement, the terms of this agreement, or any other matter related to this agreement, such dispute shall be resolved through the appeal process set out in the Housing Policy.
- b) If the Parties are unable to resolve the dispute through the appeal process in the Housing Policy, the dispute may then be resolved by the NN Housing Manager.

24. LEGAL

- a) Nothing in this agreement constitutes an allotment under s. 20 of the *Indian Act* and shall not be construed as evidence of an intention by NN to transfer legal possession of lands set apart for the use and benefit of the members of NN First Nation, in common.
- b) Failure by NN to enforce any provision of this agreement does not constitute a waiver of that provision and NN is not stopped from enforcing such provision at any time.

25. NOTICE

- a) All notices under this agreement are to be given in writing and shall be deemed to have been received by the other party:
 - i) if by hand or courier, on the date of delivery;
 - ii) if by mail or registered mail, that date 5 business days after mailing; and
 - iii) if by fax or email, on the date of transmission or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business on the first working day following the transmission.
- b) Notice to the Tenant may be given by:
 - i) hand delivery to the Tenant;
 - ii) ordinary or registered mail to the Tenant's residential address as provided in section 1 of this agreement;
 - iii) leaving a copy with an adult who resides with the Tenant;
 - iv) leaving a copy in a mailbox or mail slot for the address at the Rental Unit;
 - v) attaching a copy to a door or other conspicuous place on the Rental Unit; or
 - vi) transmitting a copy to a fax number or email address or private messaging via social media platform.
- c) Notice to NN may be given by:
 - i) hand delivery to the NN Housing Manager or Tenant Relations Officer.
 - ii) ordinary or registered mail to the NN Housing Department.



- iii) leaving a copy at the NN Housing Department in such place as may be designated by the Housing Department for such delivery.
- iv) attaching a copy to the front door of the NN Housing Department; or
- v) transmitting a copy to the NN Housing Department's fax number or email address.

26. GENERAL

- a) Time is of the essence in this agreement.
- b) All payments to NN under this agreement will be provided to _____ and will be made by cash, certified cheque, EFT or made payable to _____.
- c) Words in the singular include the plural form unless the context otherwise requires.
- d) This agreement, the Schedules to this agreement, and the Housing Policy, constitute the entire agreement between the Parties pertaining to the subject matter of this agreement, and supersedes all previous or collateral understandings, representations, undertakings, statements or other agreements.

27. ADDITIONAL TERMS

The following are additional terms agreed to by the NN Housing Department and the Tenant (e.g. parking, smoking, etc.)

Initials: NN Tenant



28. ACCEPTANCE

- a) The Tenant acknowledges that he or she has read this agreement, the Schedules to this agreement and the Housing Policy, and that he or she understands and agrees with the provisions of this agreement, its Schedules and the Housing Policy, and that he or she has had the opportunity to seek independent legal advice with respect to this agreement.

The parties have executed this Agreement in on _____, 20_____.

Signed by _____/Tenant on

this ___ day of _____, 20___,

Tenant

Date

Department Title

Print name

Housing

Signed by NN Housing Department AUTHORIZED SIGNATORY Authorized by NN First Nation.

Schedule "A"

**MAINTENANCE AND REPAIR RESPONSIBILITIES OF NN & TENANT****1. INTRODUCTION**

This Schedule A is a more detailed description of the Parties' responsibilities for the maintenance and repair of the Rental Unit covered by the Rental Agreement.

2. TENANT RESPONSIBILITIES

The Tenant shall be solely responsible for the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.

In addition to any repairs or replacements required under the preceding paragraph, repairs, maintenance and replacements for which the Tenant shall be responsible, unless such work is required due to normal wear and tear on the Rental Unit, include:

- a) Exterior & Grounds
 - i) Cost of damage to window and door screens.
 - ii) Holes in lawn caused by pets or children.
 - iii) Damage to lawns.
 - iv) Damage to light fixtures.
 - v) Damage to landings and stairs (willful or negligent damage).

- b) Interior of Building
 - i) Tile lifting because of excess water and/or because the floor has not been properly maintained.
 - ii) Cracked or chipped tile.
 - iii) Damage to drywall or doors.
 - iv) Gouges in walls from furniture etc.
 - v) Water damage to ceilings.
 - vi) Doors and lock sets damaged.
 - vii) Doors and drawers on kitchen cupboard doors.
 - viii) Bent or broken hinges on cupboard doors.
 - ix) Broken locks and windows.
 - x) Damaged or missing window frames.
 - xi) Handrails pulled off the walls.
 - xii) Stairs chewed or gouged.
 - xiii) Dirty exhaust fans - kitchen and bathroom.

- c) Electrical
 - i) Missing or broken switch and plug plates.
 - ii) Damage to porcelain lamp holders.
 - iii) Damage to interior pull chain light switches.
 - iv) Damage to light fixtures.

- d) Appliances
 - i) Cracked interior walls of fridges.
 - ii) Chipped or cracked porcelain on stove and fridge.
 - iii) Range elements missing.

Plumbing

- i) Plugged toilet, sink.



- ii) Stripped water taps, stems and handles.
 - iii) Chipped or cracked porcelain on sink, bathtub or toilet.
 - iv) Damaged toilet seats.
 - v) Broken toilet or sinks (bathroom).
 - vi) Damaged toilet flush levers.
- e) Heating
- i) Clean air filter on furnaces.
 - ii) Thermostats damaged/damage to oil tanks.
 - iii) Clean HRV and filter.

3. NN Housing Department RESPONSIBILITIES

NN is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Unit, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.

Repairs for which the Housing Department is responsible include:

- a) Structure
 - i) Cracks in walls and ceilings due to construction.
 - ii) Sticking doors, when reported immediately and no other damages occurs.
 - iii) Sagging or shifting door frames.
 - iv) Siding replacement (10-15 years).
 - v) Load Bearing Walls & Foundation repairs.
 - vi) Roof/Truss Repairs (10-20 years).
 - vii) Flooring repairs required due to normal wear and tear (5-10 years)
- b) Systems
 - i) Water leaks – plumbing, roof, and/or walls.
 - ii) Dripping taps.
 - iii) Broken or rusted out pipes and drains.
 - iv) Veneer coming off doors when reported immediately.
 - v) Burnt out light switches on stove.
 - vi) Major furnace repairs.
- c) Heating Furnace cleaning including chimneys.
 - i) Pellet stoves
 - ii) Duct cleaning.

Initials: NN Tenant



Appendix 6-policy Review Amendment

Attach Existing Policy:	Attach Revised Policy/Sections	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
What larger policy is this a part of?	Personnel Policy <input type="checkbox"/> Finance Policy <input type="checkbox"/> Other: _____		
Established:	Date	Amendments:	Date – if noted
Most Recent Review:	Date	Review Period:	N/A
Next Review Period:	Date	Attached Related/Impact ed Policies:	Yes: <input type="checkbox"/>

Request to Edit Policy Template Policy Title/Number: Community Compassion Fund Policy

Current Wording of policy section to be edited: See attached comment page

Suggested edits:

*Attach additional pages if required.

List other policies impacted by the proposed edits: Community Compassion Fund After Hours



Appendix 7-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 7 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 the 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 NN Housing Department
Tenant Relations Officer



Appendix 8-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 the 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 NN Housing Department
Tenant Relations O



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UNSURRENDERED

Appendix 9-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 NN Housing Policy. According to the terms of the Housing Policy & Tenancy Agreement, you now have no more than 7 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 7 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 required 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 NN Housing Department
Tenant Relations Office



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UNSURRENDERED

Appendix 10-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 appropriate authorities 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 in 30 days.

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

On Behalf of the NN Housing Department
Housing Manager



NETMIZAAGGAMIG NISHNAABEG

UNSURRENDERED

Appendix 11 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 business 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 5.6 of the Housing Policy and the Tenancy Agreement.

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



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



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UNSURRENDERED

Appendix 12 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 NN Housing 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 NN Housing Department
Tenant Relations Office